



**City of Columbia City Council  
Regular Meeting Agenda  
July 13, 2023 - 5:30 PM**

**City Hall Council Chambers  
700 North Garden Street  
Columbia, TN 38401  
Phone: 931-560-1510**

**Chaz Molder, Mayor  
Randy McBroom, Vice Mayor  
Council Member DaVena Hardison, Ward 1  
Council Member Debbie Wiles, Ed. D., Ward 2  
Council Member Anthony Greene, Ward 3  
Council Member Kenny Marshall, Ward 4  
Council Member Danny Coleman, Ward 5**

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**Tony Massey, City Manager  
C. Tim Tisher, City Attorney  
Thad H. Jablonski, City Recorder  
Liz Bermudez, Recording Secretary**

**The City Council of the City of Columbia welcomes your presence and participation at this meeting. If you wish to address Council regarding any item on the Agenda, please sign the sign-up sheet and indicate which agenda item you would like to comment on. You will have the opportunity to comment on an item when it comes up on the Agenda and before Council votes on the item. Once recognized, you may then come to the podium and state your name and address. Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.**



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## REGULAR MEETING

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1. CALL TO ORDER/ROLL CALL.
2. INVOCATION BY JOHN THOMAS OF SOUTH GATE CHURCH OF CHRIST.
3. PLEDGE OF ALLEGIANCE.
4. APPROVAL OF AGENDA.
5. PRESENTATIONS.
6. ORGANIZATIONAL BUSINESS.

**6.1. APPROVE THE MINUTES OF THE JUNE 8, 2023 CITY COUNCIL REGULAR MEETING - CITY MANAGER'S OFFICE.**

**6.2. APPROVE THE MAYOR'S REAPPOINTMENT OF SHAUNA POUNDERS TO THE BOARD OF PUBLIC UTILITIES FOR A FOUR-YEAR TERM EXPIRING ON JULY 1, 2027 - .**

7. CONSENT AGENDA

**7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF MAY 2023 IN THE AMOUNT OF \$4,424,444.42 - FINANCE.**

**RECOMMENDATION:** Approve.

**ATTACHMENTS:** Disbursements May 2023

**7.2. APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT - FINANCE.**

**RECOMMENDATION:** Approve and authorize the disposal of surplus equipment as listed on the attachment per policy as defined within the City of Columbia Purchasing Manual.

**INFORMATION:** Various items have been identified by the department as surplus. An attempt will be made to sell all items at public auction. The value of those not sold will be reassessed and disposed of as prescribed by City policy.

**ATTACHMENTS:** July 2023 Surplus

**7.3. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE ENERGY EQUIPMENT INSTALLATION CONTRACT WITH PATH COMPANY LLC IN THE AMOUNT OF \$824,697 FOR CITY HALL HVAC AND ENERGY SAVINGS UPGRADES - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** At the February 9, 2023 meeting, City Council approved a contract with Path to conduct an energy audit for City Hall. A primary focus of that audit was to evaluate and recommend replacement of City Hall's HVAC system.

Attached is the summary of the energy audit and recommendations. Cost for implementation of the audit recommendation is \$824,697.

**CERTIFICATION:** The Chief Financial Officer certifies that \$824,697 is budgeted and unencumbered in General City Admin- Buildings & Structures.

**ATTACHMENTS:** Staff Report Path Company LLC, Path Company LLC Energy Contract

**7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND MORRIS VISITOR PUBLICATIONS IN THE AMOUNT OF \$6,500 FOR ADVERTISING IN THE 2024 NASHVILLE 'WHERE' GUESTBOOK - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve and authorize the Mayor to sign a contract with Morris Visitor Publications for the back cover ad of the Nashville 'Where' Guestbook in the amount of \$6,500.

**INFORMATION:** This hardbound guide book is featured in hotel rooms in downtown Nashville and throughout Middle Tennessee as the go-to information guide for visitors.

**CERTIFICATION:** The Chief Financial Officer certifies that \$6,500 is

budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

**ATTACHMENTS:** Staff Report Where, Visit Columbia Where Guestbook 2023-24

**7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$9,950 FOR ADVERTISING IN THE 2024 NASHVILLE VISITOR GUIDE. - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve and authorize the Mayor to sign a contract with Journal Communications for a two-thirds page ad in the Nashville Visitor Guide for \$9,950.

**INFORMATION:** The Nashville visitor guide 2024 is a popular, bi-annual publication available in both print (350,000 copies annually) and digital. Visit Columbia will purchase a two-thirds page ad for both issues in 2024. This guide targets Nashville visitors, highlighting destinations to visit, like Columbia, while in Nashville.

**CERTIFICATION:** The Chief Financial Officer certifies that \$9,950 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

**ATTACHMENTS:** Staff Report Journal, Nash Visitor Guide 2024  
Journal Comm Contract

**7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORKORDER WITH SIMPLEVIEW IN THE AMOUNT OF \$3,500 FOR THE "QUICKVIEW" FEATURE TO BE ADDED ON THE VISIT COLUMBIA WEBSITE - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve and authorize the Mayor to sign a Workorder with Simpleview in the amount of \$3,500 for the "Quickview" feature to be added on to the Visit Columbia website.

**INFORMATION:** Quickview is an add-on feature for Listings and Events that makes website listings more accessible throughout your site. Visitors will now be able to select the Quickview option for a

listing, rather than clicking onto a traditional listing link and navigating away from the page they are currently on.

**CERTIFICATION:** The Chief Financial Officer certifies that \$3,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Software Maintenance.

**ATTACHMENTS:** Staff Report Simpleview, Simpleview Quickview WorkOrder

**7.7. APPROVE THE PURCHASE OF A 2023 FORD F550 BUCKET TRUCK IN THE AMOUNT OF \$198,018 USING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve purchase from VERSALIFT in the amount of \$198,018 for a 2023 Ford F550 84" 4x2 chassis bucket truck.

**INFORMATION:** VERSALIFT, using Sourcewell Contract # N-230802, supplies bucket trucks to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a 2023 Ford F550 bucket truck with a 4x2 chassis, for the amount of \$198,018. This equipment was originally budgeted at \$189,362 in the FY 22/23 budget year, and approved by the City Council on April 14, 2022. Due to inflation and the rising cost of supplies, the price has increased to \$198,018.

**CERTIFICATION:** The Chief Financial Officer certifies that \$198,018 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report Versalift, Versalift updated quote 062923, Sourcewell N-23082, Versalift increase

**7.8. APPROVE THE PURCHASE OF A FLUSHING TRAILER AND PUSH CAMERA IN THE AMOUNT OF \$121,458 USING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve purchase from CMI Equipment Sales, Inc. in the amount of \$121,458 for a flushing trailer and push camera.

**INFORMATION:** CMI Equipment Sales, Inc., using Sourcewell contract RFP# 101221, supplies Vac-Con flushing trailers and Rigid SeeSnake push cameras to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a flushing trailer and push camera, for the amount \$121,458. This equipment will be used to flush storm drains throughout the city.

**CERTIFICATION:** The Chief Financial Officer certifies that \$121,458 is budgeted and unencumbered in Street-Maintenance - Machinery, Equipment And Auto.

**ATTACHMENTS:** Staff Report CMI, CMI Equipment - flushing trailer-pushing camera, Sourcewell Contract RFP# 101221

**7.9. APPROVE SOLE SOURCE PURCHASE OF FOUR (4) EIGHT-PHASE TRAFFIC CABINETS IN THE AMOUNT OF \$74,924 FROM TEMPLE, INC. - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$74,924 for four (4) eight-phase base mounted traffic cabinets.

**INFORMATION:** The Public Works Traffic division will install four (4) eight-phase base mounted cabinets on Nashville Highway at 7th Avenue, 845 Nashville Highway, Burt Drive and Carters Creek Pike. These cabinets will replace outdated cabinets currently in place at these locations.

**CERTIFICATION:** The Chief Financial Officer certifies that \$74,924 is budgeted and unencumbered in Street-Traffic Control - Machinery/Auto.

**ATTACHMENTS:** Staff Report Temple AI Sole Source Cabinets, Temple cabinet quote, Temple AI Sole Source 06222023

**7.10. APPROVE THE SOLE SOURCE PURCHASE OF SOFTWARE, LICENSE AND SERVICE PLAN FOR COMPUTERIZED TRAFFIC CONTROLLERS IN THE AMOUNT OF \$99,750 FROM TEMPLE, INC. - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$99,750 for software, service plan and licenses for computerized traffic controllers.

**INFORMATION:** The Public Works Traffic division will upgrade its Tactic software to more efficiently diagnose and control signal issues. These ongoing signal upgrades were discussed during strategic planning. This software will support computerized traffic controllers for all intersections within the City of Columbia.

**CERTIFICATION:** The Chief Financial Officer certifies that \$99,750 is budgeted and unencumbered in State Street Aid Fund - Software Maintenance.

**ATTACHMENTS:** Staff Report Temple Software, Temple Tactics quote, Temple Yunex sole source letter

**7.11. APPROVE THE SOLE SOURCE PURCHASE OF LINUX CPU BOARDS IN THE AMOUNT OF \$55,570 FROM TEMPLE, INC. - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$55,570 for Linux CPU board to upgrade controllers in traffic cabinets.

**INFORMATION:** The Public Works Traffic division will upgrade controllers in traffic cabinets to more efficiently diagnose and control signal issues. These ongoing signal upgrades were discussed during strategic planning. This software will support computerized traffic controllers for all intersections within the City of Columbia.

**CERTIFICATION:** The Chief Financial Officer certifies that \$55,570 is budgeted and unencumbered in State Street Aid - Machinery/Auto.

**ATTACHMENTS:** Temple Linux quote, Staff Report Temple Linux, Temple Yunex sole source letter 06152023

**7.12. APPROVE THE PURCHASE OF A SNOW PLOW AND SALT SPREADER ASSEMBLY IN THE AMOUNT OF \$63,773 USING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve purchase from Viking Cives Midwest in the amount of \$63,773 for a snow plow and salt spreader assembly for an existing tandem axle dump truck.

**INFORMATION:** Viking Cives Midwest, using Sourcewell Contract # 080818-VCM, supplies snow plows and salt spreaders to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a snow plow and salt spreader for the amount of \$63,773. This equipment was originally budgeted at \$55,273 in the FY 22/23 budget year, and approved by the City Council on October 13, 2022. Due to inflation and the rising cost of supplies, the price has increased to \$63,773.

**CERTIFICATION:** The Chief Financial Officer certifies that \$63,773 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report Snow Plow-Spreader, Viking Cives price increase, Sourcewell Contract 080818, Viking Quote snow plow-spreader increase

**7.13. APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH SESSIONS PAVING COMPANY FOR THE CONSTRUCTION OF THE WEST 7TH MULTI-MODAL STREETSCAPE PROJECT, WHICH ADDS 61 DAYS TO THE CONTRACT TIME - WARDS 2 AND 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Change Order No. 4.

**INFORMATION:** The City Council approved the contract with Sessions Paving Company on May 7, 2019 in the amount of \$6,238,803.85 for the construction of West 7th Multi-Modal Streetscape Project. The purpose of this Change Order is to add 61 contract days. 315 Contract Days were charged in Liquidated Damages at \$1,000 per day. Adding 61 Contract Days will address slowed construction progress, and schedule impacts through the full construction duration of the project. The 61 Contract Days also cover any conflicts that existed with utilities.

This Change Order has been approved by Tennessee Department of Transportation (TDOT).

**ATTACHMENTS:** Staff Report Change Order 4, TDOT Change Order 4

**7.14. APPROVE THE CHANGE ORDER NO. 5 TO THE CONTRACT WITH SESSIONS PAVING COMPANY TO BALANCE OUT ALL REMAINING ITEM QUANTITIES AND REDUCE TOTAL CONTRACT AMOUNT BY \$555,599.46 - WARDS 2 AND 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Change Order No. 5

**INFORMATION:** The City Council approved the contract with Sessions Paving Company on May 7, 2019 in the amount of \$6,238,803.85 for the construction of West 7th Multi-Modal Streetscape Project. The purpose of this Change Order is to reduce the value of the Contract to the actual full amount to be paid for 100% Complete Construction with adjustments for Liquidated Damages, Bituminous, and AC Content.

Change Order No. 5 Revised Final Summary Change Order (\$-555,599.46)

This Change Order has been approved by Tennessee Department of Transportation (TDOT).

**ATTACHMENTS:** Staff Report Change Order 5, Change Order 5

**7.15. APPROVE AND AUTHORIZE THE MAYOR TO SIGN (CORRECTED) AMENDMENT NO. 2 TO THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) CONTRACT FOR IMPROVEMENTS AT AND AROUND THE INTERSECTION OF SR-6 (NASHVILLE HIGHWAY) AND SR-99 (BEAR CREEK PIKE) PIN 125912.00 - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve (Corrected) Amendment No. 2 to TDOT Agreement# 170119.

**INFORMATION:** The City of Columbia City Council approved the TDOT contract for improvements at and around the intersection of US-31/SR-6 (Nashville Highway) and US-412/SR-99 (Bear Creek



Pike) on November 9, 2017. This project is located at the busiest intersection within the City of Columbia, and the plans to improve safety and congestion include geometric and signal phasing improvements along with, widening Bear Creek Pike from 2 to 3 lanes from Nashville Highway to Tom Hitch Parkway, adding right turn lanes on Bear Creek Pike and US Highway 43 Bypass, closing medians openings near the intersection and consolidating drives.

This (corrected) Amendment No. 2 to the City of Columbia's contract with TDOT will add \$4,518,228 to Nashville Hwy and Bear Creek Pike Project. The Amendment No. 2 approved in June required the shifting of funds within Phases of the Project.

The City of Columbia requested additional funding needed for right away and construction and TDOT granted that request.

This project is being funded by 80% Federal and TDOT is covering the 20% match.

**ATTACHMENTS:** Staff Report TDOT Corrected Amendment No. 2 , TDOT Corrected Amendment 2

**7.16. APPROVE A REIMBURSEMENT IN THE AMOUNT OF \$25,000 TO CHARLES RAINES AND JD EATHERLY FOR HONEY FARMS SUBDIVISION, PHASE 2, SECTIONS 3, 4, 5, 6 AND 7 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Reimbursement.

**INFORMATION:** On November 11, 2020 a surety guarantee was deposited from Charles Raines and JD Eatherly to ensure the completion of roads, striping, signage, curbing, sidewalks, drainage, grading and street lighting at Honey Farms Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7. The Engineering Division has made inspections and recommends final acceptance and approval of the remaining balance of the Surety Guarantee of \$25,000 to be disbursed as follows:

\$12,500 - Charles Raines - P.O. Box 1715, Spring Hill, TN 37174

\$12,500- Estate of JD Eatherly, Sandra Cantrell, Executor - 1720 West End Ave, Suite 600, Nashville, TN 37203

**ATTACHMENTS:** Staff Report Surety Reimbursement, Honey Farm - Surety Doc - Phse 2, Sections 3-7 Nov 18th 2020

**7.17. APPROVE PAYMENT IN THE AMOUNT OF \$57,588 TO LOCAL GOVERNMENT CORPORATION FOR ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FOR DATAQUEST AND NEXTGEN SOFTWARE, AND DOCUMENT MANAGEMENT - MIS.**

**RECOMMENDATION:** Approve and authorize the payment of \$57,588 for annual maintenance and support.

**INFORMATION:** The City of Columbia uses DataQuest, NextGen, and Document Management software from Local Government Corporation for financial accounting and imaging systems that includes General Ledger, Business License, Accounts Payable, Property Tax, Miscellaneous Receipting and Court Docket. Users contact Local Government Corporation with questions and problems concerning this software package. MIS provides limited support for the software and all hardware support.

**CERTIFICATION:** The Chief Financial Officer certifies that \$57,588 is budgeted and unencumbered in Management Info Systems - Software Support/Maintenance.

**ATTACHMENTS:** Staff Report Local Government, Local Gov't Inv

**7.18. AWARD BID TO WAYPOINT FOR ARCTIC WOLF FIREWALL MONITORING AND SUPPORT SERVICES IN THE AMOUNT OF 55,156.65 - MIS.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, October 1, 2015 to October 31, 2023. The vendor of record for the contract is Dell, Inc. Waypoint is a Dell partner.

Per Quote AAAQ16834 obtained from Waypoint. The services are

24-hour monitoring of firewalls and endpoints (servers and computers) for intrusion detection, unusual activity, and providing technical support, for one year renewal.

The total award bid is \$55,156.65 to Waypoint per NCPA Contract Bid #NCPA01-96.

**CERTIFICATION:** The Chief Financial Officer certifies that \$55,157 is budgeted and unencumbered in Management Info Systems - Software Support/Maintenance.

**ATTACHMENTS:** Staff Report Waypoint, Waypoint

**7.19. APPROVE AN AUTOMATIC RENEWAL OF AGREEMENT WITH VECTOR TARGET SOLUTIONS FOR SOFTWARE RELATED TO ONLINE TRAINING AND RECORD STORAGE IN THE AMOUNT OF \$11,146.04 - FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** In July of 2020, the City Council approved a (3) three-year agreement with Target Solutions Software for online training and record storage. The initial agreement automatically renews for successive (1) one year periods unless terminated.

Fire & Rescue is requesting an additional one-year renewal for software support.

**CERTIFICATION:** The Chief Financial Officer certifies that \$11,147 is budgeted and unencumbered in Fire-Suppression - Software Support/Maintenance.

**ATTACHMENTS:** Staff Report Target Solutions, TargetSolutions Learning contract

**7.20. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA YOUTH ATHLETIC ASSOCIATION FOR THEIR 2023 FOOTBALL SEASON - WARDS 4 AND 5 - PARKS & RECREATION DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Columbia Youth Athletic Association is requesting the renewal of their Non-Exclusive Use and Occupancy Permit with the City of Columbia to utilize the Eva Gilbert Park's football and softball fields for their upcoming 2023 season.

Columbia Youth Athletic Association offers registration discounts to eligible participants based on the Maury County School System guidelines for those who qualify for free and reduced lunches.

**ATTACHMENTS:** Staff Report CYAA, Columbia Youth Athletic Association User Agreement and Insurance

**7.21. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR ENGINEERING SERVICES WITH JR WAUFORD ON THE NEW BEAR CREEK PIKE SEWAGE PUMPING STATION IN THE AMOUNT OF \$870,000 - WASTEWATER DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The Bear Creek Pike sewer shed study identified the need for a new pump station to service the basin. Reasons for the new station include, new developments expected to exceed existing capacity, the age of the existing station and the existing station is in an area exposed to frequent flooding. The total cost of services covered by the agreement equals \$870,000. The funds for the total project are in the 2023-2024 budget previously approved by City Council.

**CERTIFICATION:** The Chief Financial Officer certifies that \$870,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report New Bear Creek Pumping Station, New Bear Creek PS Cover Letter-Wauford, New Bear Creek PS Agreement 06282023

**7.22. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE SOUTH**

**CENTRAL TENNESSEE DEVELOPMENT DISTRICT FOR PROJECT ADMINISTRATION RELATED TO THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$25,000 - FINANCE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia has received notice of award in the amount of \$630,000 under the 2022 Community Development Block Grant (CDBG) program for the Tennessee Department of Economic and Community Development (ECD) to be used for sidewalk improvements, specifically focused on improving sidewalks on East 8th Street and South High Street.

In order to proceed and avoid unnecessary delay in implementing the project, the City Council is asked to authorize the Mayor to execute the administrative services agreement with the South Central Tennessee Development District. The administrative services agreement obligates the City to an amount not to exceed \$25,000. Grant funds will be available to reimburse the City for the eligible portion of these expenses, upon execution of the grant contract.

**CERTIFICATION:** The Chief Financial Officer certifies that \$25,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report - SCTDD, CDBG Administrative Service Agreement

**7.23. APPROVE THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NEEL-SCHAFFER IN THE AMOUNT OF \$219,899 FOR THE CDBG SIDEWALK IMPROVEMENT DESIGN - FINANCE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City applied for and received CDBG funding for sidewalk improvements, specifically focused on improving sidewalks on East 8th Street and S High Street. Neel-Schaffer has been selected for the survey and design of the proposed sidewalks.

**CERTIFICATION:** The Chief Financial Officer certifies that \$219,899 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report - Neel-Schaffer, Neel-Schaffer Agreement

**7.24. APPROVE ANNUAL RENEWAL OF PROPERTY INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$197,344 - FINANCE.**

**RECOMMENDATION:** Approve renewal of City property insurance and authorize payment to Public Entity Partners in the amount of 197,344.

**INFORMATION:** The City of Columbia obtains property insurance coverage through the Tennessee Municipal League's Public Entity Partners (PEP). The policy renewal for property (buildings and contents, computer equipment and mobile equipment) is July 1 of each year. An invoice for property insurance premium renewal has been received from PEP and is due for payment.

The annual premium was \$161,591 for FY 2023, \$152,098 for FY 2022, \$128,929 for FY 2021, and \$110,966 for FY 2020.

The invoice received for FY 2024 totals \$197,344. Property coverage renewal rates increased in 2023, which is in line with the limited number of other entities that insure municipal/county governments. The city's property additions to the policy during FY 2023 and FY 2023 exceeded deletions/reductions.

The PEP Board voted not to approve a member dividend credit (compared to \$10,001 for FY 2023) for FY 2024.

A breakdown of cost by fund is as follows:

|                 |            |
|-----------------|------------|
| General Fund    | 74,870     |
| Sanitation Fund | 4,672      |
| Wastewater Fund | 117,802    |
| Total           | \$ 197,344 |

**CERTIFICATION:** The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and Wastewater funds in the amounts of \$74,870, \$4,672 and \$117,802, respectively, for the payment of property insurance renewal premiums.

**ATTACHMENTS:** Staff Report PEP Property Renewal, Property renewal 7.3.23

**7.25. APPROVE THE ANNUAL RENEWAL OF WORKERS' COMPENSATION INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$135,006 - FINANCE.**

**RECOMMENDATION:** Approval of renewal of workers' compensation insurance and payment of related invoice.

**INFORMATION:** The City of Columbia obtains Workers' Compensation insurance coverage through Tennessee Municipal League's Public Entity Partners (PEP), and the policy renewal is July 1 of each year. An invoice for Workers' Compensation insurance premium renewal has been received from PEP and is due for payment. A breakdown of the annual premium as compared to the previous four (4) years follows:

| <u>Fiscal Year</u> | <u>Retention Limit</u> | <u>General</u> | <u>Sanitation</u> | <u>Wastewater</u> | <u>Total Premium</u> |
|--------------------|------------------------|----------------|-------------------|-------------------|----------------------|
| 2020               | \$500,000              | \$122,732      | \$12,816          | \$12,381          | \$147,929            |
| 2021               | \$500,000              | \$90,935       | \$9,466           | \$5,931           | \$106,332            |
| 2022               | \$500,000              | \$89,455       | \$9,584           | \$6,266           | \$105,305            |
| 2023               | \$500,000              | \$79,354       | \$8,507           | \$5,999           | \$93,860             |
| 2024               | \$500,000              | \$116,221      | \$10,645          | \$8,140           | \$135,006            |

Rates increased from the prior year due to increased claims across the PEP pool, which is responsible for the increased premium amount. No member dividend credit was issued for FY 2024.

PEP administers payment of claims, which is coordinated with the City's HR Department.

The City Council is requested to approve the renewal of City workers' compensation insurance and to authorize payment to PEP in the amount of \$135,006.

**CERTIFICATION:** The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and Wastewater funds to pay workers' compensation insurance premiums in the amounts of \$116,221, \$10,645 and \$8,140, respectively.

**ATTACHMENTS:** Staff Report PEP WC, Columbia WC renewal

**7.26. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES WITH THE SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT IN THE AMOUNT OF \$65,000 FOR PROJECT ADMINISTRATION RELATED TO THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION WATER INFRASTRUCTURE INVESTMENT PROGRAM - FINANCE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia has received notice of award in the amount of \$4,819,505.99 under the State of Tennessee Department of Environment and Conservation (TDEC) Water Infrastructure Investment Program. The program is funded using American Rescue Funds (ARP). The City proposes to use funds to reimburse the Columbia Wastewater (Sewer) System for sewer system rehabilitation and construction of the Bear Creek Pump Station.

In order to proceed and avoid unnecessary delay in implementing the project, the City Council is asked to authorize the Mayor to execute the grant administration services agreement with South Central Tennessee Development District. The administration services agreement obligates the City to an amount not to exceed \$65,000. Grant funds will be available to reimburse the City for the eligible portion of these expenses, upon execution of the grant contract.



**CERTIFICATION:** The Chief Financial Officer certifies that \$65,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report - SCTDD for ARP, TDEC Grant Administrative Services

**7.27. APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER A. TO THE CONTRACT WITH SABRE INDUSTRIES IN THE AMOUNT OF \$4,837 FOR THE CONSTRUCTION OF ONE 195 FOOT RADIO TOWER - FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City Council approved the bid award to Sabre Industries on April 13, 2023 in the amount of \$188,398 for one 195 foot radio tower.

The purpose of this change order is to increase the value of the contract by \$4,837 due to a required inspection from Sabre Industries engineer for an additional confirmation of soil integrity to support the tower.

**CERTIFICATION:** The Chief Financial Officer certifies that \$4,837 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

**ATTACHMENTS:** Staff Report, Sabre Industries Change Order A

**8. ADMINISTRATION.**

**9. RESOLUTIONS.**

**9.1. RESOLUTION NO. 23-44 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARM SUBDIVISION, PHASE 2, SECTIONS 3, 4, 5, 6 AND 7, FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Resolution No. 23-44.

**INFORMATION:** This resolution refers to acceptance of streets and drainage improvements in Honey Farm Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

**ATTACHMENTS:** Resolution No. 23-44 Staff Report, Resolution No. 23-44, HF 2.3, HF 2.4, HF 2.5, HF 2.6, HF 2.7

**9.2. RESOLUTION NO. 23-45 - A RESOLUTION ADOPTING “COLUMBIA 2023-2028” AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 23-45.

**INFORMATION:** On February 22, 23 and 24, 2023, the Mayor, City Council, City Manager and Management Team participated in three (3) days of strategic planning workshops facilitated by Judy King with Quality Management Services, LLC. During the annual workshops, the City Manager, City Council and Management Team reviewed progress and key projects from the prior year and set priorities, objectives and new goals to achieve over the next 12 months.

As City officials and staff continue to work towards achieving the community’s long-term vision for Columbia, staff will continue to present semiannual progress reports which help to align the City’s current year's work plan and budget priorities with the goals and objectives identified in the proposed 2023 Strategic Plan.

With City Council’s approval, the updated Columbia Strategic Plan, *Columbia 2023-2028*, will be made available for public distribution following adoption of the FY 2024 budget.

**ATTACHMENTS:** Staff Report Resolution No. 23-45, Resolution No. 23-45, 2023 Strategic Plan Columbia TN

**9.3. RESOLUTION NO. 23-46 - A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE 2024 ABC (ARTS BUILD COMMUNITIES) GRANT THROUGH THE TENNESSEE ARTS COMMISSION, ACCEPT THE 1:1**

**MATCHING GRANT AWARD FOR UP TO \$10,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 23-46.

**INFORMATION:** The City of Columbia applied for the 2024 ABC Grant by the Tennessee Arts Commission to help fund an arts project up to \$10,000. This grant is a 1:1 matching grant, with up to \$5,000 in grant dollars from Tn Arts Commission matched by up to \$5,000 from the City of Columbia for an artistic crosswalk design and installation in the Columbia Arts District at the intersection of 8th Street and High Street. Artist will be determined by the Columbia Arts Council.

**ATTACHMENTS:** Staff Report Resolution No. 23-46, Resolution No. 23-46

**9.4. RESOLUTION NO. 23-47 - A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE BLOOMBERG ASPHALT ART GRANT; IF AWARDED, ACCEPT THE GRANT AWARD FOR UP TO \$25,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 23-47.

**INFORMATION:** The City of Columbia applied for the Bloomberg Asphalt Art Grant in the amount of \$25,000 with no matching funds required. If the grant is awarded, the funds would be used to create two artistic crosswalks located in the Columbia Arts District at 11th Street & High Street and 8th Street & Garden Street. Artist(s) will be determined by the Columbia Arts Council.

**ATTACHMENTS:** Staff Report Resolution No. 23-47, Resolution No. 23-47

**9.5. RESOLUTION NO. 23-48 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 23-48.

**INFORMATION:** The City Recorder is presenting tax corrections through 6/28/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

**ATTACHMENTS:** Staff Report; Resolution No. 23-48; Tax Corrections.

**ATTACHMENTS:** Staff Report Resolution No. 23-48, Resolution No. 23-48

**9.6. RESOLUTION NO. 23-49 – A RESOLUTION ACCEPTING THE DONATION OF (1) ONE USED PROPANE TANK DONATED BY HOLSTON GASES & AR PIPING TO BE UTILIZED BY COLUMBIA FIRE & RESCUE - FIRE & RESCUE.**

**RECOMMENDATION:** Approve Resolution No. 23-49.

**INFORMATION:** Fire & Rescue requests approval of the City Council to accept the donation of one used propane tank with a value of \$500 which will be used as a simulation prop for training purposes by the Training Division at the Training Center.

**ATTACHMENTS:** Staff Report Resolution No. 23-49, Resolution No. 23-49

**10. ORDINANCES.**

**10.1.2ND CONSIDERATION OF ORDINANCE NO. 4456 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4456 on second consideration.

**INFORMATION:** The applicant is requesting to rezone a portion of the aforementioned property for the future development of residential homes as part of the proposed Old Zion Road Planned Unit Development subdivision consisting of 765 homes on 415 acres. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

**ATTACHMENTS:** Staff Report Ordinance No. 4456, Ordinance No. 4456, Ordinance No. 4456 Exhibit A, Ordinance No. 4456 Exhibit B, Ordinance No. 4456 Updated Development Service Staff Report, Ordinance No. 4456 Development Services Staff Report

**10.2.2ND CONSIDERATION OF ORDINANCE NO. 4457 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4457 on second consideration.

**INFORMATION:** The applicant is requesting a portion of property be annexed and zoned for a Planned Unit Development residential development known as Old Zion Road PUD. Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**ATTACHMENTS:** Staff Report Ordinance No. 4457, Ordinance No. 4457, Ordinance No. 4457 Exhibit A, Ordinance No. 4457 Exhibit B, Ordinance No. 4457 Updated Development Services Staff Report, Ordinance No. 4457 Development Services Staff Report

**10.3.2ND CONSIDERATION OF ORDINANCE NO. 4458 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY**

**RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4458 on second consideration.

**INFORMATION:** The applicant is requesting the aforementioned properties be zoned upon annexation to a Planned Unit Development Residential classification as part of the Old Zion Road PUD subdivision proposed. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**ATTACHMENTS:** Staff Report Ordinance No. 4458, Ordinance No. 4458, Ordinance No. 4458 Exhibit A, Ordinance No. 4458 Exhibit B, Ordinance No. 4458 Updated Development Services Staff Report, Ordinance No. 4458 Development Services Staff Report

**10.4.2ND CONSIDERATION ON ORDINANCE NO. 4460 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4460 on second consideration.

**INFORMATION:** The applicant is requesting a portion of the aforementioned property be zoned to PUD-R upon annexation as part of the proposed Old Zion Road Planned Unit Development subdivision which will consist of 765 lots on 415 acres. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**ATTACHMENTS:** Staff Report Ordinance No. 4460, Ordinance No. 4460, Ordinance No. 4460 Exhibit A, Ordinance No. 4460 Exhibit B, Ordinance No. 4460 Updated Development Services Staff Report, Ordinance No. 4460 Development Services Staff Report

**10.5.2ND CONSIDERATION OF ORDINANCE NO. 4461 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD PRELIMINARY MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4461 on second consideration.

**INFORMATION:** The applicant is requesting approval of the preliminary master plan for the Old Zion Road Planned Unit Development. The development will consist of 764 new residential lots that vary in three lot widths and with one existing lot on a total of 415 acres that will be developed in a multitude of phasing with 45% of the site being open space. Amenities include three (3) miles of walking trails, playgrounds, a pool, and dog park area. There was discussion on the possible connection between Ashwood Manor Subdivision and this development with no connection being proposed at this time. The Planning Commission reviewed this request at the April 12, 2023 meeting and recommended approval by a vote of 4-2.

**ATTACHMENTS:** Staff Report Ordinance No. 4461, Ordinance No. 4461, Ord No 4461 - Exhibit A (Updated), Ordinance No. 4461 Exhibit B (Updated), Ordinance No. 4461 Updated Development Services Staff Report, Ordinance No. 4461 Development Services Staff Report, Sunnyside to Polk 4 year crash data, Old Zion Offsite Roadway Phasing

**10.6.2ND CONSIDERATION OF ORDINANCE NO. 4469 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTION 12-102, PERTAINING TO THE BUILDING CODE AND**

**ADOPTING NEW SECTION 12-102 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance 4469 on second consideration.

**INFORMATION:** This Ordinance will amend the currently adopted International Residential Code in order to be in compliance with Tennessee House Bill No. 799. This bill establishes the 2018 International Energy Conservation Code for one-family and two-family construction as amended by the State Fire Marshal rule 0780-02-23-.02 as the maximum enforceable regulation.

SECTION 5. Tennessee Code Annotated, Section 68-120-101 (b)(2)(A), is amended by adding the following as a new subdivision: (iii) For one-family and two-family construction, it has adopted the International Energy Conservation Code, published by the International Code Council, and is not more stringent than the state minimum standard adopted pursuant to subsection (a); and SECTION 6. This act takes effect July 1, 2023, the public welfare requiring it.

**ATTACHMENTS:** Ordinance No. 4469 - Staff Report, Ordinance No. 4469

**10.7.2ND CONSIDERATION OF ORDINANCE NO. 4470 - AN ORDINANCE TO AMEND THE CITY OF COLUMBIA PURCHASING MANUAL AS ADOPTED BY ORDINANCE NO. 4209 BY ADDING A NEW SECTION 3.15 ON CONSTRUCTION MANAGEMENT SERVICES AND BY CHANGING THE BID AMOUNT FROM \$25,000 TO \$50,000 AND THE PURCHASE ORDER AMOUNT FROM \$4,000 TO \$8,000 AT ALL PLACES WHERE IT IS REFERENCED IN THE PURCHASING MANUAL - FINANCE.**

**RECOMMENDATION:** Approve Ordinance No. 4470 on second consideration.

**INFORMATION:** The Chief Financial Officer reviews financial policies and procedures periodically to ensure that such policies and procedures conform to changes in state law and to best serve



the City of Columbia. Upon review of recent updates to MTAS purchasing guidelines, staff recommends revisions to stay up to date with State law.

The attached City of Columbia Purchasing Policy and Manual version 071323 proposes the addition of a new section (3.15) on Construction Management Services as well as updating the purchase order amount from \$4,000 to \$8,000 and the bid amount from \$25,000 to \$50,000 at all places where it is referenced in the purchasing manual.

**ATTACHMENTS:** Staff Report - Update Purchasing Manual, Ordinance No. 4470, City of Columbia Purchasing Policy and Manual 060823 - Clean Copy, City of Columbia Purchasing Policy and Manual 060823 - Redline Copy

**10.8.1ST CONSIDERATION OF ORDINANCE NO. 4471 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 41 PARCEL 15.00, LOCATED AT FREEHAND LANE AND CLEBURNE ROAD, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH THE DATE OF AUGUST 10, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4471 on first consideration and establish August 10, 2023 as the date of Public Hearing.

**INFORMATION:** During the transition from Zoning Ordinance 3638 to Zoning Ordinance 4400, the zoning map was adopted with the aforementioned property reflecting a CD-3 (Neighborhood Character District) residential zoning instead of the CD-4 (General Urban Character District) that the MCD (Mixed Use Commercial Service District) correlated to and was previously zoned. The applicant is requesting the rezoning for correction. The Municipal Planning Commission reviewed this request at the June 14, 2023 meeting and recommended approval by a vote of six to zero.

**ATTACHMENTS:** Staff Report for Ordinance 4471, Ordinance 4471-Rezone.Freehand-Cleburne, OrdNo4471-ExhA, OrdNo4471-ExhB, Staff Report

**10.9.1ST CONSIDERATION OF ORDINANCE NO. 4472 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 90 PARCEL 7.08, LOCATED OFF RIVER ROAD, FROM PUD-MU (PLANNED UNIT DEVELOPMENT - MIXED USE) TO CD-5 (URBAN CENTER CHARACTER DISTRICT) AND ESTABLISH AUGUST 10, 2023 AS THE DATE OF PUBLIC HEARING - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4472 on first consideration and establish August 10, 2023 as the date of Public Hearing.

**INFORMATION:** The applicant is requesting the removal of the current PUD (Planned Unit Development) zoning overlay from the property. The Connect Columbia comprehensive plan supports the requested CD-5 zoning. The original PUD was never developed and current Zoning Ordinance standards could not be met for the stand-alone five acre property. The applicant presents a concept for future development under the CD-5 (Urban Center Character District) zoning, and reflects a mix of residential types with pocket parks and a thoroughfare. The property is behind established commercial property and adjacent to the Taylor Landing development. The Municipal Planning Commission reviewed this request and recommended approval by a vote of five to one at the June 14, 2023 meeting.

**ATTACHMENTS:** Staff Report for Ordinance 4472, 4472-Rezone.RiverRoad, OrdNo4472-ExhA, OrdNo4472-ExhB, Staff Report, Concept

**11. OTHER BUSINESS.**

**11.1. RESOLUTION NO. 23-29 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTIES AND**

**PORTIONS OF PROPERTIES AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 LOCATED OFF TROTWOOD AVENUE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Resolution No. 23-29.

**INFORMATION:** The property owner(s) and the applicant are requesting annexation into the City of Columbia for future residential development under a Planned Unit Development Master plan known as Old Zion Road PUD. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

**ATTACHMENTS:** Staff Report Resolution No. 23-29, Resolution No. 23-29, Resolution No. 23-29 - Exhibit A, Resolution No. 23-39 - Exhibit B, Resolution No. 23-29 - Exhibit c, Resolution No. 23-29 - Plan of Services, Resolution No. 23-29 - Update to Staff Report April 2023, Resolution No. 23-29 - Staff Report Trotwood PUD

**12. EXECUTIVE SESSION.**

**13. ADJOURNMENT.**

**14. UPCOMING EVENTS.**

June 8, 2023 - 5:30 PM

## PUBLIC HEARINGS

**Item 1. - PUBLIC HEARING ON RESOLUTION NO. 23-29 (RELATES TO ITEM 9.1) - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTIES AND PORTIONS OF PROPERTIES AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 LOCATED OFF TROTWOOD AVENUE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 1**

Bruce Peden said he would like to speak about Public Hearing Items 1-6, but he will wait until Public Hearing 6 to speak. Eric Previti advised he is against this item and asked Council deny it. Mr. Previti mentioned the traffic concerns for the area being mentioned.

There being no one further to speak on Resolution No. 23-29, Council Member Coleman moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4456 (RELATES TO ITEM 10.1) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL) - WARD 1**

There being no one present to speak on Ordinance No. 4456, Council Member Greene moved to close the Public Hearing on Ordinance No. 4456. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4457 (RELATES TO ITEM 10.2) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29 LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL) - WARD 1**

There being no one present to speak on Ordinance No. 4457, Council Member Greene moved to close the Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

**Item 4. - PUBLIC HEARING ON ORDINANCE NO. 4458 (RELATES TO ITEM 10.3) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Connie Green and Patti Hollingworth spoke about their concerns with traffic and emergency personnel being about to get down the road.

There being no one further to speak on Ordinance No. 4458, Council Member Greene moved to close the Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

**Item 5. - PUBLIC HEARING ON ORDINANCE NO. 4460 (RELATES TO ITEM 10.4) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1**

There being no one present to speak on Ordinance No. 4460, Council Member Coleman moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 6. - PUBLIC HEARING ON ORDINANCE NO. 4461 (RELATES TO ITEM 10.5) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD PRELIMINARY MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 - WARD 1**

Bruce Peden said he views are his alone. He spoke of not wanting Yeatman Lane connected to the development. Gabe Howard spoke about protecting shared paces and cultivating growth.

There being no one further to speak on Ordinance No. 4461, Council Member Marshall moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 7. - PUBLIC HEARING ON ORDINANCE NO. 4462 (RELATES TO ITEM 10.6) - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING MOBILE VENDING - CITYWIDE**

There being no one present to speak on Ordinance No. 4462, Council Member Coleman moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 8. - PUBLIC HEARING ON ORDINANCE NO. 4463 (RELATES TO ITEM 10.7) - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2023 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

There being no one present to speak on Ordinance No. 4463, Council Member Coleman moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9. - PUBLIC HEARING ON ORDINANCE NO. 4464 (RELATES TO ITEM 10.8) – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024**

There being no one present to speak on Ordinance No. 4464, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 10. - PUBLIC HEARING ON ORDINANCE NO. 4466 (RELATES TO ITEM 10.10) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND WASTEWATER FUNDS**

There being no one present to speak on Ordinance No. 4466, Council Member Greene moved to close the Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

**Item 11. - 2ND CONSIDERATION OF ORDINANCE NO. 4467 (RELATES TO ITEM 10.11) - AN ORDINANCE TO AMEND TITLE 17, CHAPTER 1, SECTION 17-108 OF THE COLUMBIA MUNICIPAL CODE, THE SAME BEING THE SCHEDULE OF FEES FOR THE COLLECTION OF GARBAGE AND REFUSE WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBIA, TENNESSEE**

There being no one present to speak on Ordinance No. 4467, Council Member Coleman moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Council Member Debbie Wiles, Council Member Tony Greene, Council Member Kenny Marshall, Council Member Danny Coleman, Council Member DaVena Hardison, Vice Mayor Randy McBroom, Mayor Chaz Molder, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

INVOCATION BY TAYLOR AHL OF THE BELONGING

## CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

### PLEDGE OF ALLEGIANCE

Assistant City Manager Thad Jablonski lead the Pledge of Allegiance.

### APPROVAL OF AGENDA

Council Member Greene moved to approve the agenda with Item 9.1 being moved to Section 11 - Other Business. Council Member Coleman seconded the motion.

All Council Members present voted aye.

### PRESENTATIONS

#### Item 5.1. - **QUARTERLY PRESENTATION BY WIL EVANS OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE**

Wil Evans gave a brief update on the economic happenings of the area.

### ORGANIZATIONAL BUSINESS

#### Item 6.1. - **APPROVE THE MINUTES OF THE MAY 11, 2023 CITY COUNCIL REGULAR MEETING**

Council Member Coleman moved to approve the May 11, 2023 City Council Regular Meeting Minutes. Council Member Greene seconded the motion.

All Council Members present voted aye.

### CONSENT AGENDA

Council Member Coleman moved to approve the consent agenda. Council Member Greene seconded the motion.

All Council Members present voted aye and the following items were approved:

#### Item 7.1. - **APPROVE DISBURSEMENTS FOR THE MONTH OF APRIL 2023 IN THE AMOUNT OF \$5,346,348.15**

#### Item 7.2. - **APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT**

#### Item 7.3. - **APPROVE BID AWARD TO NORTH AMERICAN FIRE EQUIPMENT COMPANY, INCORPORATED FOR TURNOUT GEAR**

#### Item 7.4. - **APPROVE A REIMBURSEMENT IN THE AMOUNT OF \$465,000 TO TAMARACK LAND – CARTER'S STATION, LLC FOR SUMMIT AT CARTER'S STATION SUBDIVISION IN THE CITY OF COLUMBIA, TENNESSEE – WARD 5**

#### Item 7.5. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 2 TO THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT)**

July 14, 2022 - 5:30 PM

**CONTRACT FOR IMPROVEMENTS AT AND AROUND THE INTERSECTION OF SR-6 (NASHVILLE HIGHWAY) AND SR-99 (BEAR CREEK PIKE) PIN 125912.00 - WARD 5**

**Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN ADDENDUM NO. 1 FOR PROFESSIONAL SERVICES WITH GRESHAM, SMITH AND PARTNERS FOR THE NASHVILLE HIGHWAY AND BEAR CREEK PIKE INTERSECTION PROJECT - WARD 5**

**Item 7.7. - APPROVE THE CHANGE ORDER TO THE AGREEMENT WITH TREE WORX IN THE AMOUNT OF \$7,320**

**Item 7.8. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AMENDED AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FROM JANUARY 31, 2023 FEASIBILITY STUDY TO THE DESIGN PHASE OF A SPLASH PAD IN FAIRVIEW PARK, INCREASING THE AMOUNT BY FORTY THOUSAND FIFTY-SIX DOLLARS (\$40,056) TO SEVENTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$79,800)**

**Item 7.9. - RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN**

**Item 7.10. - APPROVE THE MAYOR TO AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH MSD ENVIRONMENTAL SERVICES, INC. FOR ONE (1) MONTH AT THE COST OF \$20,00.00, FOR THE 1.0 METER BELT PRESS**

**Item 7.11. - APPROVE CHANGE ORDER NO. 1 (FINAL) TO CLOSE OUT THE CONTRACT WITH SBW CONSTRUCTORS, LLC, J.R. WAUFORD CONTRACT 19-02**

**Item 7.12. - APPROVE AMENDMENT NO. 5, AGREEMENT FOR ENGINEERING SERVICE RELATED TO EPA AOC NO. CWA-04-2014-4752**

**Item 7.13. - APPROVE THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF \$150,000 AND AN AGGREGATING SPECIFIC CORRIDOR OF \$125,000 EFFECTIVE JULY 1, 2023 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS**

**Item 7.14. - APPROVE BID AWARD TO NATIVE INSTINCT LLC FOR A 200KW STANDBY GENERATOR AND TWO (2) AUTOMATIC TRANSFER SWITCHES IN THE AMOUNT OF \$104,444.21**



CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

ADMINISTRATION

RESOLUTIONS

**Item 9.2. - RESOLUTION NO. 23-34 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN AUTUMN BROOK SUBDIVISION FOR OWNERSHIP AND MAINTENANCE**

Council Member Marshall moved to approve Resolution No. 23-24. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9.3. - RESOLUTION NO. 23-35 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARM SUBDIVISION, PHASE 2, SECTION 9, FOR OWNERSHIP AND MAINTENANCE**

Council Member Greene moved to approve Resolution No. 23-35. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 9.4. - RESOLUTION NO. 23-36 - A RESOLUTION ACCEPTING A DONATION OF FIVE CONTAINMENT BLANKETS DESIGNED SPECIFICALLY FOR ELECTRIC AND HYBRID VEHICLE FIRES FROM GENERAL MOTORS TO BE UTILIZED BY COLUMBIA FIRE & RESCUE**

Council Member Greene moved to approve Resolution No. 23-26. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 9.5. - RESOLUTION NO. 23-37 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BAKER CREEK PLACE - WARD 3**

Council Member Greene moved to approve Resolution No. 23-37. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 9.6. - RESOLUTION NO. 23-38 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE FEMA PUBLIC ASSISTANCE GRANT, ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

Council Member Coleman moved to approve Resolution No. 23-38. Council Member Greene seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Item 9.7. - **RESOLUTION NO. 23-39 - TAX CORRECTIONS**

Council Member Greene moved to approve Resolution No. 23-39. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.8. - **RESOLUTION NO. 23-40 - A RESOLUTION TO ACCEPT A DONATION FROM THE MAURY REGIONAL HEALTHCARE FOUNDATION TO THE COLUMBIA PARKS AND RECREATION DEPARTMENT IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000) FOR SUMMER YOUTH PROGRAM EXPENSES**

Council Member Greene moved to approve Resolution No. 23-40. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.9. - **RESOLUTION NO. 23-41 - A RESOLUTION AUTHORIZING EXECUTION OF A SINGLE STREAM SOLID WASTE INTERLOCAL AGREEMENT WITH MARSHALL COUNTY FOR RECYCLABLE MATERIALS**

Council Member Greene moved to approve Resolution No. 23-41. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 9.10. - **RESOLUTION NO. 23-42 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING CITIZEN HOUSE APARTMENTS - WARD 5**

Council Member Coleman moved to approve Resolution No. 23-42. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.11. - **RESOLUTION NO. 23-43 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING RIDGEVIEW OAKS, PHASE 2 ( KINLOCH) - WARD 5**

Council Member Coleman moved to approve Resolution No. 23-43. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4456 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL) - WARD 1**

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Douglas Chapman, John White, Randy Notley, Cheryl Holley, Connie Green all share their concerns regarding this project some of which includes; safety concerns with the road/traffic on trotwood. the connectivity with Yeatman Lane, construction entrances, stress on emergency personnel due to infrastructure etc. Jay Easter asked for Council to approve the item and spoke about an agreement for Yeatman Lane. There was a lengthy discussion about Yeatman lane, traffic lights, safety concerns and other various aspects of the project between members of Council Mr. Easter, Development Services Director Paul Keltner, Wastewater Director Donnie Boshier, City Attorney Tim Tisher, and Fire Chief Ty Cobb.

Vice Mayor McBroom moved to defer Ordinance No. 4456 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

**Item 10.2. - 2ND CONSIDERATION OF ORDINANCE NO. 4457 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1**

Mayor Molder moved to defer Ordinance No. 4457 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

**Item 10.3. - 2ND CONSIDERATION OF ORDINANCE NO. 4458 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1**

Mayor Molder moved to defer Ordinance No. 4458 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

**Item 10.4. - 2ND CONSIDERATION ON ORDINANCE NO. 4460 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) - WARD 1**

Mayor Molder moved to defer Ordinance No. 4460 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

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**Item 10.5. - 2ND CONSIDERATION OF ORDINANCE NO. 4461 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD PRELIMINARY MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 - WARD 1**

Mayor Molder moved to defer Ordinance No. 4461 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

**Item 10.6. - 2ND CONSIDERATION OF ORDINANCE NO. 4462 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING MOBILE VENDING - CITYWIDE**

Council Member Coleman moved to approve Ordinance No. 4462 on second consideration. Mayor Molder seconded the motion.

All Council Members present voted aye.

**Item 10.7. - 2ND CONSIDERATION OF ORDINANCE NO. 4463 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2023 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 - WARD 4**

Council Member Coleman moved to approve Ordinance No. 4463 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 10.8. - 2ND CONSIDERATION OF ORDINANCE NO. 4464 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024**

Mayor Molder moved to approve Ordinance No. 4464 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye.

**Item 10.9. - 2ND CONSIDERATION OF ORDINANCE NO. 4465 AS AMENDED - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2023-2024 FISCAL YEAR**

Council Member Coleman moved to approve Ordinance No. 4465 as amended on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 10.10. - 2ND CONSIDERATION OF ORDINANCE NO. 4466 AS AMENDED – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND**

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## **WASTEWATER FUNDS**

Council Member Greene moved to approve Ordinance No. 4466 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

### **Item 10.11. - 2ND CONSIDERATION OF ORDINANCE NO. 4467 - AN ORDINANCE TO AMEND TITLE 17, CHAPTER 1, SECTION 17-108 OF THE COLUMBIA MUNICIPAL CODE, THE SAME BEING THE SCHEDULE OF FEES FOR THE COLLECTION OF GARBAGE AND REFUSE WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBIA, TENNESSEE**

Council Member Greene moved to approve Ordinance No. 4467 on second consideration. Council Member Coleman seconded the motion.

All Council Members present voted aye.

### **Item 10.12. - 1ST CONSIDERATION ON ORDINANCE NO. 4468 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 101 PARCEL 39.00 LOCATED AT 6218 CAYCE LANE, FROM CD-2 (RURAL CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH JULY 13, 2023 AS THE DATE OF PUBLIC HEARING - WARD 2**

David Meade, Susan Shuff, Darryl Shuff, Tonay Gean, Sesaly Gean, Paulette Livengood, Tony Livengood, Jennie Parashak, Sandy Thurston, Robert Thurston all shared their concerns with Council about this item. Concerns shared included the dangers of the "S" curve near the project, flooding, traffic, density, wildlife and concerns for emergency personnel being about to navigate the area.

Aaron Nevens and Gerald Vick addressed some of the concerns with the project. There was discussion on sewer in the area with Wastewater Director Donnie Boshers advising he would look into the matter.

Council Member Coleman moved to defer Ordinance No. 4468 on first consideration..

There was no second, motion to defer failed.

Council Member Greene moved to deny Ordinance No. 4468 on first consideration due to the adverse effects on adjoining property owners. Council Member Wiles seconded the motion.

All Council Members present voted aye to deny Ordinance No. 4468 with the exception of Council Member Coleman who abstained. Ordinance No. 4468 failed.

### **Item 10.13. - 1ST CONSIDERATION OF ORDINANCE NO. 4469 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTION 12-102, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTION 12-102**

Council Member Marshall moved to approve Ordinance No. 4469 on first consideration. Council Member Greene seconded the motion.

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All Council Members present voted aye.

**Item 10.14. - 1ST CONSIDERATION OF ORDINANCE NO. 4470 - AN ORDINANCE TO AMEND THE CITY OF COLUMBIA PURCHASING MANUAL AS ADOPTED BY ORDINANCE NO. 4209 BY ADDING A NEW SECTION 3.15 ON CONSTRUCTION MANAGEMENT SERVICES AND BY CHANGING THE BID AMOUNT FROM \$25,000 TO \$50,000 AND THE PURCHASE ORDER AMOUNT FROM \$4,000 TO \$8,000 AT ALL PLACES WHERE IT IS REFERENCED IN THE PURCHASING MANUAL**

Mayor Molder moved to approve Ordinance No. 4470 on first consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

**Item 9.1. - RESOLUTION NO. 23-29 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTIES AND PORTIONS OF PROPERTIES AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 LOCATED OFF TROTWOOD AVENUE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 1**

Mayor Molder moved to defer Resolution No. 23-29. Council Member Coleman seconded the motion.

All Council Members present voted aye to defer.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Coleman moved to adjourn the meeting. Council Member Greene seconded the motion. All members present voted aye. The meeting adjourned at 8:20 PM.

**CITY OF COLUMBIA**  
**DISBURSEMENTS FOR MONTH ENDING MAY 31, 2023**

| <b>FUND</b>                               | <b>GROSS</b>           | <b>TRANSFERS<br/>&amp; CD's</b> | <b>PAYROLL<br/>TRANSFERS</b> | <b>NET<br/>TOTAL</b>   |
|-------------------------------------------|------------------------|---------------------------------|------------------------------|------------------------|
| <b>General Fund</b>                       | <b>2,772,881.89</b>    | <b>592,426.85</b>               | <b>1,302,593.06</b>          | <b>877,861.98</b>      |
| <b>Sanitation Fund</b>                    | <b>351,236.85</b>      | <b>19,098.42</b>                | <b>69,334.09</b>             | <b>262,804.34</b>      |
| <b>Wastewater Fund</b>                    | <b>623,988.27</b>      | <b>64,514.49</b>                | <b>145,514.04</b>            | <b>413,959.74</b>      |
| <b>Street &amp; Transportation Fund</b>   |                        |                                 |                              | <b>-</b>               |
| <b>State Street Aid</b>                   | <b>19,189.36</b>       | <b>-</b>                        |                              | <b>19,189.36</b>       |
| <b>Drug Fund</b>                          | <b>4,133.56</b>        |                                 |                              | <b>4,133.56</b>        |
| <b>Debt Service Fund</b>                  | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>Capital Projects Fund</b>              | <b>138,095.84</b>      |                                 |                              | <b>138,095.84</b>      |
| <b>Sewer Revenue &amp; Tax Bond Issue</b> | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>Sewer Impact Fee #2</b>                | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>Insurance Fund</b>                     | <b>514,918.65</b>      | <b>373,569.68</b>               |                              | <b>141,348.97</b>      |
| <b>2017 GO Public Imp Bonds</b>           | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>2010 GO Bond Issue</b>                 | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>Cleary Construction Escrow</b>         | <b>-</b>               |                                 |                              | <b>-</b>               |
| <b>Industrial Development Board</b>       | <b>-</b>               | <b>-</b>                        | <b>-</b>                     | <b>-</b>               |
|                                           | <b>\$ 4,424,444.42</b> | <b>\$ 1,049,609.44</b>          | <b>\$ 1,517,441.19</b>       | <b>\$ 1,857,393.79</b> |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**GENERAL FUND**

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|        |           |                                             |             |
|--------|-----------|---------------------------------------------|-------------|
| 131946 | 5/4/2023  | Ace Hardware                                | \$273.50    |
| 131947 | 5/4/2023  | Tn Dept Of Revenue                          | \$608.34    |
| 131948 | 5/4/2023  | TN Dept Of Safety                           | \$23.75     |
| 131949 | 5/4/2023  | Columbia Neon Co                            | \$150.00    |
| 131950 | 5/4/2023  | AT&T                                        | \$1,420.41  |
| 131951 | 5/4/2023  | Kustom Signals Inc                          | \$5,134.00  |
| 131952 | 5/4/2023  | David's Lock & Key Inc                      | \$28.20     |
| 131953 | 5/4/2023  | Mail Call                                   | \$3,758.76  |
| 131954 | 5/4/2023  | Kim Dale                                    | \$184.06    |
| 131955 | 5/4/2023  | Rogers Group Inc                            | \$214.94    |
| 131956 | 5/4/2023  | Dell Marketing L P                          | \$9,085.04  |
| 131957 | 5/4/2023  | Robert J Young Company LLC                  | \$34.86     |
| 131958 | 5/4/2023  | Southern Computer Warehouse                 | \$1,030.24  |
| 131959 | 5/4/2023  | State Of TN Attn: Lily White                | \$327.75    |
| 131960 | 5/4/2023  | State Of TN Dept Of Revenue                 | \$9.50      |
| 131961 | 5/4/2023  | Parman Energy Group LLC                     | \$2,110.40  |
| 131962 | 5/4/2023  | Municipal Emergency Services                | \$1,482.56  |
| 131963 | 5/4/2023  | Mutual Of Omaha                             | \$23,587.94 |
| 131964 | 5/4/2023  | UniFirst Corporation                        | \$1,069.92  |
| 131965 | 5/4/2023  | UT Extension Maury County                   | \$125.00    |
| 131966 | 5/4/2023  | Jeff Riggins                                | \$127.00    |
| 131967 | 5/4/2023  | D & D Towing & Recovery                     | \$75.00     |
| 131968 | 5/4/2023  | Atmos Energy                                | \$226.95    |
| 131969 | 5/4/2023  | Jeff DeWire                                 | \$127.00    |
| 131970 | 5/4/2023  | Hanson's Flooring                           | \$2,131.64  |
| 131971 | 5/4/2023  | Hughes McDaniel & Associates                | \$750.00    |
| 131972 | 5/4/2023  | Brookmeade Hardware & Supply                | \$26.14     |
| 131973 | 5/4/2023  | SRM Concrete                                | \$724.00    |
| 131974 | 5/4/2023  | Choice Screening                            | \$180.00    |
| 131975 | 5/4/2023  | Telecom Tower Group LLC                     | \$289.83    |
| 131976 | 5/4/2023  | Needle And Grain                            | \$710.00    |
| 131977 | 5/4/2023  | Firstnet Services Provided By AT&T Mobility | \$1,320.77  |
| 131978 | 5/4/2023  | LanLink Communications, LLC                 | \$468.91    |
| 131979 | 5/4/2023  | William C Hargrove                          | \$3,000.00  |
| 131980 | 5/4/2023  | Line to Line LLC                            | \$160.00    |
| 131981 | 5/4/2023  | Freedom Hill Land Management                | \$11,184.58 |
| 131982 | 5/4/2023  | Southern Duplicating of Middle Tennessee    | \$576.75    |
| 131983 | 5/4/2023  | Holston Gases                               | \$1,743.70  |
| 131984 | 5/4/2023  | Tara Ferry                                  | \$25.00     |
| 131985 | 5/4/2023  | WilcoLocal Media                            | \$450.00    |
| 131986 | 5/4/2023  | Wells Fargo Financial Leasing, Inc          | \$1,602.50  |
| 131987 | 5/4/2023  | Ryan Tax Compliance Services                | \$714.00    |
| 131988 | 5/12/2023 | Ace Hardware                                | \$18.34     |
| 131989 | 5/12/2023 | Columbia Power & Water Systems              | \$14,285.34 |
| 131990 | 5/12/2023 | Columbia Rubber & Gasket Co                 | \$19.00     |
| 131991 | 5/12/2023 | Jones & Lang Sporting Goods                 | \$1,160.00  |
| 131992 | 5/12/2023 | Ted's Sporting Goods                        | \$125.00    |
| 131993 | 5/12/2023 | Maury Co United Way                         | \$464.00    |
| 131994 | 5/12/2023 | Columbia Oil Company Inc                    | \$6,488.16  |



**CITY OF COLUMBIA  
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**GENERAL FUND**

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|        |           |                                      |             |
|--------|-----------|--------------------------------------|-------------|
| 131995 | 5/12/2023 | James K Polk Memorial Association    | \$400.00    |
| 131996 | 5/12/2023 | Neel-Schaffer                        | \$14,927.00 |
| 131997 | 5/12/2023 | G & C Supply Co Inc                  | \$63.02     |
| 131998 | 5/12/2023 | David's Lock & Key Inc               | \$94.00     |
| 131999 | 5/12/2023 | TN Assn of Chiefs of Police          | \$200.00    |
| 132000 | 5/12/2023 | Tops Business Systems                | \$177.21    |
| 132001 | 5/12/2023 | Dell Marketing L P                   | \$2,215.24  |
| 132002 | 5/12/2023 | NexAir LLC                           | \$39.17     |
| 132003 | 5/12/2023 | Gulf States Distributors Inc         | \$3,834.00  |
| 132004 | 5/12/2023 | Lose Design - Lose & Associates, Inc | \$2,269.13  |
| 132005 | 5/12/2023 | CMS Uniforms & Equipment             | \$8,084.00  |
| 132006 | 5/12/2023 | TN Bureau Of Investigation           | \$1,450.00  |
| 132007 | 5/12/2023 | Break Time Services                  | \$96.25     |
| 132008 | 5/12/2023 | Columbia Firefighter Assn            | \$460.00    |
| 132009 | 5/12/2023 | G & W Diesel Services, Inc.          | \$1,005.27  |
| 132010 | 5/12/2023 | Heritage-Crystal Clean, LLC          | \$498.27    |
| 132011 | 5/12/2023 | Discount Plumbing & Electric Supply  | \$31.22     |
| 132012 | 5/12/2023 | Kimley-Horn & Associates, Inc        | \$3,456.00  |
| 132013 | 5/12/2023 | UniFirst Corporation                 | \$770.34    |
| 132014 | 5/12/2023 | Columbia Kubota LLC                  | \$1,848.25  |
| 132015 | 5/12/2023 | J & M Supply Solutions               | \$370.27    |
| 132016 | 5/12/2023 | Tri Star Energy                      | \$25,707.67 |
| 132017 | 5/12/2023 | CPWS - Broadband                     | \$275.00    |
| 132018 | 5/12/2023 | Rains Electric Co., Inc.             | \$2,505.30  |
| 132019 | 5/12/2023 | Safe Industries                      | \$374.00    |
| 132020 | 5/12/2023 | Law Enforcement Training             | \$900.00    |
| 132021 | 5/12/2023 | C.E.S. City Electric Supply Co       | \$1,290.00  |
| 132022 | 5/12/2023 | Thad Jablonski                       | \$92.29     |
| 132023 | 5/12/2023 | SRM Concrete                         | \$724.00    |
| 132024 | 5/12/2023 | United Waste Haulers Of TN LLC       | \$132.60    |
| 132025 | 5/12/2023 | Volkert Inc                          | \$3,700.00  |
| 132026 | 5/12/2023 | State Systems, LLC                   | \$110.00    |
| 132027 | 5/12/2023 | Leaf                                 | \$643.00    |
| 132028 | 5/12/2023 | Combined Insurance, a Chubb Company  | \$999.34    |
| 132029 | 5/12/2023 | Certified Languages International    | \$81.20     |
| 132030 | 5/12/2023 | Copycats Print Services Llc          | \$22.44     |
| 132031 | 5/12/2023 | Summit Uniforms                      | \$1,253.42  |
| 132032 | 5/12/2023 | Waypoint Business Solutions          | \$337.50    |
| 132033 | 5/12/2023 | Friday Night Lines LLC               | \$750.00    |
| 132034 | 5/12/2023 | SiteOne Landscape Supply LLC         | \$124.78    |
| 132035 | 5/12/2023 | Volunteer Paving LLC                 | \$92.40     |
| 132036 | 5/12/2023 | Verizon Connect                      | \$322.15    |
| 132037 | 5/12/2023 | Freedom Hill Land Management         | \$1,400.00  |
| 132038 | 5/12/2023 | Waynes Pest Control                  | \$150.00    |
| 132039 | 5/12/2023 | Southeastern Shirt Corp.             | \$316.46    |
| 132040 | 5/12/2023 | Ford of Columbia                     | \$114.00    |
| 132041 | 5/12/2023 | David Morrison                       | \$20.00     |
| 132042 | 5/12/2023 | Thaddeus Barnes                      | \$193.00    |
| 132043 | 5/12/2023 | Daniel E McCracken                   | \$765.00    |

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**GENERAL FUND**

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|        |           |                                              |             |
|--------|-----------|----------------------------------------------|-------------|
| 132044 | 5/12/2023 | Danny Willems Builders. LLC                  | \$50.00     |
| 132045 | 5/12/2023 | Marion Browne                                | \$75.00     |
| 132046 | 5/12/2023 | TJ Newell                                    | \$135.19    |
| 132047 | 5/17/2023 | AFLAC-Amer Family Life Assurance Co          | \$275.44    |
| 132048 | 5/17/2023 | Columbia Power & Water Systems               | \$4,699.54  |
| 132049 | 5/17/2023 | Public Entity Partners                       | \$15,803.89 |
| 132050 | 5/17/2023 | AT&T                                         | \$68.62     |
| 132051 | 5/17/2023 | Journal Communications Inc                   | \$4,899.00  |
| 132052 | 5/17/2023 | Mail Call                                    | \$2,687.48  |
| 132053 | 5/17/2023 | Rogers Group Inc                             | \$159.93    |
| 132054 | 5/17/2023 | TN Fire Svs & Codes Enf Academy              | \$235.00    |
| 132055 | 5/17/2023 | Best Cleaners                                | \$74.38     |
| 132056 | 5/17/2023 | Local Government Corporation                 | \$2,762.00  |
| 132057 | 5/17/2023 | B & P Ice Machines, Inc                      | \$162.34    |
| 132058 | 5/17/2023 | UniFirst Corporation                         | \$429.65    |
| 132059 | 5/17/2023 | Atmos Energy                                 | \$475.66    |
| 132060 | 5/17/2023 | AT&T                                         | \$147.82    |
| 132061 | 5/17/2023 | Nick Brown                                   | \$150.00    |
| 132062 | 5/17/2023 | SRM Concrete                                 | \$2,992.00  |
| 132063 | 5/17/2023 | Maury Regional Medical Center                | \$90.00     |
| 132064 | 5/17/2023 | Maury Regional Hospital Marshall Medical Ctr | \$32.00     |
| 132065 | 5/17/2023 | Henderson, Hutcherson & McCullough           | \$5,424.00  |
| 132066 | 5/17/2023 | Kellye Murphy                                | \$664.36    |
| 132067 | 5/17/2023 | Reach Technologies                           | \$93.49     |
| 132068 | 5/17/2023 | Apparel Masters of Tennessee                 | \$464.05    |
| 132069 | 5/17/2023 | Janet Moore                                  | \$150.00    |
| 132070 | 5/17/2023 | Burris, Thompson & Associates                | \$6,685.00  |
| 132071 | 5/19/2023 | Ace Hardware                                 | \$1,265.77  |
| 132072 | 5/19/2023 | Columbia Power & Water Systems               | \$10,737.65 |
| 132073 | 5/19/2023 | TN Dept of Labor & Workforce D               | \$194.73    |
| 132074 | 5/19/2023 | Neel-Schaffer                                | \$8,685.00  |
| 132075 | 5/19/2023 | Complete Forms Supply Co LLC                 | \$64.00     |
| 132076 | 5/19/2023 | Robert J Young Company LLC                   | \$174.00    |
| 132077 | 5/19/2023 | Parman Energy Group LLC                      | \$297.44    |
| 132078 | 5/19/2023 | UniFirst Corporation                         | \$550.88    |
| 132079 | 5/19/2023 | J & M Supply Solutions                       | \$608.57    |
| 132080 | 5/19/2023 | Preventia Security                           | \$69.00     |
| 132081 | 5/19/2023 | Daily Herald (Ads)                           | \$1,871.45  |
| 132082 | 5/19/2023 | Tony Massey                                  | \$123.00    |
| 132083 | 5/19/2023 | Woody Givens Plumbing & Electrical Service   | \$1,218.27  |
| 132084 | 5/19/2023 | C.E.S. City Electric Supply Co               | \$1,290.00  |
| 132085 | 5/19/2023 | SRM Concrete                                 | \$386.00    |
| 132086 | 5/19/2023 | Volunteer Paving LLC                         | \$175.12    |
| 132087 | 5/19/2023 | Kenny Marshall                               | \$244.80    |
| 132088 | 5/19/2023 | VOID-VOID-VOID                               | \$0.00      |
| 132089 | 5/19/2023 | Visual Media Co LLC                          | \$300.00    |
| 132090 | 5/19/2023 | Chaz Molder                                  | \$306.50    |
| 132091 | 5/19/2023 | Southeastern Shirt Corp.                     | \$206.30    |
| 132092 | 5/19/2023 | Jaz Sairam Inc                               | \$25.00     |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**GENERAL FUND**

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|        |           |                                             |              |
|--------|-----------|---------------------------------------------|--------------|
| 132093 | 5/23/2023 | Maury Co Government                         | \$15,902.76  |
| 132094 | 5/23/2023 | Columbia Main Street Corp                   | \$900.00     |
| 132095 | 5/23/2023 | Tristar Bank                                | \$6,364.70   |
| 132096 | 5/23/2023 | Randy McBroom                               | \$7,300.00   |
| 132097 | 5/23/2023 | Leia Smith                                  | \$64.19      |
| 132098 | 5/23/2023 | Flag World                                  | \$1,226.65   |
| 132099 | 5/23/2023 | Daniel Davis                                | \$125.00     |
| 132100 | 5/23/2023 | Randy McBroom                               | \$1,284.24   |
| 132101 | 5/25/2023 | Columbia Power & Water Systems              | \$6,310.75   |
| 132102 | 5/25/2023 | Turner & Osborne Tire Co                    | \$126.43     |
| 132103 | 5/25/2023 | Federal Express                             | \$111.76     |
| 132104 | 5/25/2023 | Complete Forms Supply Co LLC                | \$840.00     |
| 132105 | 5/25/2023 | Dell Marketing L P                          | \$1,708.50   |
| 132106 | 5/25/2023 | Gulf States Distributors Inc                | \$3,908.80   |
| 132107 | 5/25/2023 | Office Warehouse LLC                        | \$17.00      |
| 132108 | 5/25/2023 | Kiwanis Club Of Columbia                    | \$155.00     |
| 132109 | 5/25/2023 | Break Time Services                         | \$160.00     |
| 132110 | 5/25/2023 | Unum Life Insurance Co Of Amer              | \$2,141.20   |
| 132111 | 5/25/2023 | Better Business Solutions                   | \$7,770.00   |
| 132112 | 5/25/2023 | Atmos Energy                                | \$1,604.72   |
| 132113 | 5/25/2023 | Preventia Security                          | \$2,363.50   |
| 132114 | 5/25/2023 | Allen Insurance Group Llc                   | \$1,229.00   |
| 132115 | 5/25/2023 | JayBird Portable Restrooms LLC              | \$85.00      |
| 132116 | 5/25/2023 | Paper Weight                                | \$1,029.75   |
| 132117 | 5/25/2023 | SRM Concrete                                | \$478.00     |
| 132118 | 5/25/2023 | Volkert Inc                                 | \$1,419.00   |
| 132119 | 5/25/2023 | Cintas Corporation #241                     | \$102.37     |
| 132120 | 5/25/2023 | Maury County 911                            | \$7,358.09   |
| 132121 | 5/25/2023 | Firstnet Services Provided By AT&T Mobility | \$1,300.34   |
| 132122 | 5/25/2023 | Verizon Wireless 01                         | \$169.33     |
| 132123 | 5/25/2023 | Verizon Wireless 03                         | \$83.57      |
| 132124 | 5/25/2023 | Verizon Wireless 09                         | \$46.77      |
| 132125 | 5/25/2023 | Alex Troge                                  | \$100.00     |
| 132126 | 5/25/2023 | Motorola Solutions Inc                      | \$2,250.00   |
| 132127 | 5/25/2023 | Volunteer Paving LLC                        | \$219.12     |
| 132128 | 5/25/2023 | Southern Duplicating of Middle Tennessee    | \$803.13     |
| 132129 | 5/25/2023 | Frontline Public Safety Solutions           | \$3,307.50   |
| 132130 | 5/25/2023 | Main Street Media of TN                     | \$759.38     |
| 132131 | 5/25/2023 | Roof Systems, Inc.                          | \$600.00     |
| 132132 | 5/25/2023 | Chapdelaine & Associates                    | \$125.00     |
| 132133 | 5/25/2023 | Maury Regional Occupational Health          | \$86.00      |
| 132134 | 5/25/2023 | Holton Concrete Products, LLC               | \$2,458.00   |
| 132135 | 5/25/2023 | Regina L Cheek                              | \$75.00      |
| 132136 | 5/25/2023 | Texas Pride Trailers, LLC                   | \$13,000.00  |
| 132137 | 5/31/2023 | Ace Hardware                                | \$10.58      |
| 132138 | 5/31/2023 | City Of Col Employees Retireme              | \$177,431.92 |
| 132139 | 5/31/2023 | Columbia Paint & Wallcover                  | \$56.43      |
| 132140 | 5/31/2023 | Columbia Power & Water Systems              | \$2,066.54   |
| 132141 | 5/31/2023 | Rippey Auto Parts Co Inc                    | \$390.22     |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**GENERAL FUND**

**PAGE 5**

|        |           |                                    |             |
|--------|-----------|------------------------------------|-------------|
| 132142 | 5/31/2023 | Temple Inc                         | \$83,520.00 |
| 132143 | 5/31/2023 | Maury Co United Way                | \$464.00    |
| 132144 | 5/31/2023 | Duck River Electric                | \$59.88     |
| 132145 | 5/31/2023 | Neel-Schaffer                      | \$1,400.00  |
| 132146 | 5/31/2023 | Atlantic Pools & Spas              | \$719.96    |
| 132147 | 5/31/2023 | BSN Sports, LLC                    | \$23,005.00 |
| 132148 | 5/31/2023 | Maury County Solid Waste           | \$50.00     |
| 132149 | 5/31/2023 | TN Dept of Labor & Workforce       | \$120.00    |
| 132150 | 5/31/2023 | Dell Marketing L P                 | \$350.00    |
| 132151 | 5/31/2023 | Robert J Young Company LLC         | \$21.69     |
| 132152 | 5/31/2023 | CMS Uniforms & Equipment           | \$5,180.00  |
| 132153 | 5/31/2023 | Best Cleaners                      | \$461.71    |
| 132154 | 5/31/2023 | Columbia Firefighter Assn          | \$475.00    |
| 132155 | 5/31/2023 | G & W Diesel Services, Inc.        | \$1,105.58  |
| 132156 | 5/31/2023 | Better Business Solutions          | \$204.88    |
| 132157 | 5/31/2023 | UniFirst Corporation               | \$513.42    |
| 132158 | 5/31/2023 | Columbia Kubota LLC                | \$15,220.00 |
| 132159 | 5/31/2023 | J & M Supply Solutions             | \$187.91    |
| 132160 | 5/31/2023 | City Of Col Tn Retirement          | \$23,235.77 |
| 132161 | 5/31/2023 | Atmos Energy                       | \$60.85     |
| 132162 | 5/31/2023 | Preventia Security                 | \$140.85    |
| 132163 | 5/31/2023 | SRM Concrete                       | \$578.00    |
| 132164 | 5/31/2023 | State Systems, LLC                 | \$600.00    |
| 132165 | 5/31/2023 | Johnson Controls                   | \$565.47    |
| 132166 | 5/31/2023 | WES Engineers & Surveyors          | \$3,225.00  |
| 132167 | 5/31/2023 | Telecom Tower Group LLC            | \$298.52    |
| 132168 | 5/31/2023 | Cintas Corporation #241            | \$51.93     |
| 132169 | 5/31/2023 | Simpleview, LLC                    | \$62.50     |
| 132170 | 5/31/2023 | Maury County 911                   | \$20,312.19 |
| 132171 | 5/31/2023 | Summit Uniforms                    | \$37.27     |
| 132172 | 5/31/2023 | Waypoint Business Solutions        | \$707.75    |
| 132173 | 5/31/2023 | STS Distribution                   | \$2,590.00  |
| 132174 | 5/31/2023 | Volunteer Paving LLC               | \$104.72    |
| 132175 | 5/31/2023 | Holston Gases                      | \$20.90     |
| 132176 | 5/31/2023 | Spectrum Enterprise                | \$989.00    |
| 132177 | 5/31/2023 | Southern Pipe & Supply             | \$484.60    |
| 132178 | 5/31/2023 | Maury Regional Occupational Health | \$4,178.58  |
| 132179 | 5/31/2023 | Midsouth Barndominiums             | \$2,875.00  |
| 132180 | 5/31/2023 | Southern Pipe & Supply             | \$63.58     |
| 132181 | 5/31/2023 | Flag World                         | \$447.00    |
| 132182 | 5/31/2023 | Mary E Mills                       | \$75.00     |
| 132183 | 5/31/2023 | Gladys T Pye                       | \$75.00     |
| 132184 | 5/31/2023 | Thad Jablonski                     | \$184.18    |
| 132185 | 5/31/2023 | SRM Concrete                       | \$578.00    |
| 132186 | 5/31/2023 | Knighthorst Shredding, LLC         | \$138.00    |

**CITY OF COLUMBIA  
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**GENERAL FUND**

**PAGE 6**

|        |           |                              |             |
|--------|-----------|------------------------------|-------------|
| 132187 | 5/31/2023 | S & W Contracting Co Inc     | \$15,656.23 |
| 132188 | 5/31/2023 | Freedom Hill Land Management | \$4,948.15  |

|                          |    |                   |
|--------------------------|----|-------------------|
| Total Purchase Cards:    | \$ | 119,897.38        |
| Total Payroll Transfers: | \$ | 1,302,593.06      |
| Total Misc. Transfers:   | \$ | 592,426.85        |
| Total Checks: 243        | \$ | <u>757,964.60</u> |
| Total:                   | \$ | 2,772,881.89      |

**STATE STREET AID**

|      |           |                                             |            |
|------|-----------|---------------------------------------------|------------|
| 7994 | 5/4/2023  | Duck River Electric                         | \$41.35    |
| 7995 | 5/4/2023  | Cutting Edge Lawn and Landscapes            | \$1,300.00 |
| 7996 | 5/4/2023  | Duck River Electric                         | \$41.35    |
| 7997 | 5/4/2023  | Cutting Edge Lawn and Landscapes            | \$1,300.00 |
| 7998 | 5/12/2023 | Columbia Power & Water Systems              | \$9,438.38 |
| 7999 | 5/12/2023 | 3M Company                                  | \$234.00   |
| 8000 | 5/12/2023 | RAI Products                                | \$1,474.82 |
| 8001 | 5/12/2023 | Cutting Edge Lawn and Landscapes            | \$1,300.00 |
| 8002 | 5/17/2023 | Cutting Edge Lawn and Landscapes            | \$1,300.00 |
| 8003 | 5/25/2023 | Columbia Power & Water Systems              | \$8.46     |
| 8004 | 5/25/2023 | Wright Paving Contractors, Inc              | \$2,295.24 |
| 8005 | 5/31/2023 | Columbia Power & Water Systems              | \$60.97    |
| 8006 | 5/31/2023 | Firstnet Services Provided By AT&T Mobility | \$394.79   |

|                        |    |                  |
|------------------------|----|------------------|
| Total Purchase Cards:  | \$ | 252.93           |
| Total Misc. Transfers: | \$ | -                |
| Total Checks: 13       | \$ | <u>19,189.36</u> |
| Total:                 | \$ | 19,442.29        |

**SANITATION**

|       |           |                                           |             |
|-------|-----------|-------------------------------------------|-------------|
| 21962 | 5/4/2023  | Robert J Young Company LLC                | \$34.86     |
| 21963 | 5/4/2023  | Mutual Of Omaha                           | \$1,307.91  |
| 21964 | 5/4/2023  | UniFirst Corporation                      | \$132.31    |
| 21965 | 5/4/2023  | Atmos Energy                              | \$164.01    |
| 21966 | 5/4/2023  | Brookmeade Hardware & Supply              | \$26.14     |
| 21967 | 5/4/2023  | United Waste Haulers Of TN LLC            | \$3,527.44  |
| 21968 | 5/4/2023  | Marshall County Solid Waste and Recycling | \$1,813.50  |
| 21969 | 5/4/2023  | Wells Fargo Financial Leasing, Inc        | \$1,370.96  |
| 21970 | 5/12/2023 | Columbia Power & Water Systems            | \$837.64    |
| 21971 | 5/12/2023 | Columbia Oil Company Inc                  | \$20,339.87 |
| 21972 | 5/12/2023 | Wastequip Manufacturing Co LLC            | \$14,960.00 |
| 21973 | 5/12/2023 | UniFirst Corporation                      | \$132.31    |
| 21974 | 5/12/2023 | Tri Star Energy                           | \$885.57    |
| 21975 | 5/12/2023 | United Waste Haulers Of TN LLC            | \$10,303.35 |
| 21976 | 5/12/2023 | Combined Insurance, a Chubb Company       | \$106.04    |
| 21977 | 5/17/2023 | Public Entity Partners                    | \$289.06    |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**SANITATION**

**PAGE 7**

|       |           |                                    |             |
|-------|-----------|------------------------------------|-------------|
| 21978 | 5/17/2023 | B & P Ice Machines, Inc            | \$162.33    |
| 21979 | 5/17/2023 | UniFirst Corporation               | \$214.40    |
| 21980 | 5/17/2023 | United Waste Haulers Of TN LLC     | \$4,610.94  |
| 21981 | 5/17/2023 | Henderson, Hutcherson & McCullough | \$301.00    |
| 21982 | 5/17/2023 | Toter, LLC                         | \$24,947.94 |
| 21983 | 5/17/2023 | Jacob or Stephanie White           | \$24.50     |
| 21984 | 5/19/2023 | UniFirst Corporation               | \$130.60    |
| 21985 | 5/19/2023 | Daily Herald (Ads)                 | \$143.76    |
| 21986 | 5/23/2023 | Freightliner of Arizona, LLC       | \$11,277.84 |
| 21987 | 5/25/2023 | Columbia Power & Water Systems     | \$25.66     |
| 21988 | 5/25/2023 | Unum Life Insurance Co Of Amer     | \$165.60    |
| 21989 | 5/25/2023 | United Waste Haulers Of TN LLC     | \$2,349.36  |
| 21990 | 5/31/2023 | City Of Col Employees Retireme     | \$7,824.62  |
| 21991 | 5/31/2023 | Maury County Solid Waste           | \$85,066.13 |
| 21992 | 5/31/2023 | Robert J Young Company LLC         | \$21.68     |
| 21993 | 5/31/2023 | City Of Col Tn Retirement          | \$1,024.68  |
| 21994 | 5/31/2023 | Benchmark Companies                | \$62,436.00 |

|                          |    |            |
|--------------------------|----|------------|
| Total Purchase Cards:    | \$ | 5,846.33   |
| Total Payroll Transfers: | \$ | 69,334.09  |
| Total Misc. Transfers:   | \$ | 19,098.42  |
| Total Checks: 33         | \$ | 256,958.01 |
| Total:                   | \$ | 351,236.85 |

**WASTEWATER**

|       |           |                                     |             |
|-------|-----------|-------------------------------------|-------------|
| 47970 | 5/4/2023  | Columbia Power & Water Systems      | \$873.40    |
| 47971 | 5/4/2023  | Ted's Sporting Goods                | \$125.00    |
| 47972 | 5/4/2023  | Duck River Electric                 | \$262.09    |
| 47973 | 5/4/2023  | Tn Southern Railroad Co Inc         | \$623.39    |
| 47974 | 5/4/2023  | Vulcan Materials Co                 | \$237.90    |
| 47975 | 5/4/2023  | Mutual Of Omaha                     | \$3,549.02  |
| 47976 | 5/4/2023  | Atmos Energy                        | \$47.04     |
| 47977 | 5/4/2023  | MSD Environmental Services, Inc     | \$20,000.00 |
| 47978 | 5/4/2023  | Source Technologies                 | \$20,608.00 |
| 47979 | 5/12/2023 | Columbia Power & Water Systems      | \$73,239.71 |
| 47980 | 5/12/2023 | Columbia Oil Company Inc            | \$4,585.11  |
| 47981 | 5/12/2023 | Centro Inc                          | \$449.88    |
| 47982 | 5/12/2023 | Auto Trim Design                    | \$1,295.00  |
| 47983 | 5/12/2023 | Robert J Young Company LLC          | \$97.84     |
| 47984 | 5/12/2023 | WM CORPORATE SERVICES, INC          | \$19,741.21 |
| 47985 | 5/12/2023 | Weld-Rite LLC                       | \$3,000.00  |
| 47986 | 5/12/2023 | Vulcan Materials Co                 | \$644.82    |
| 47987 | 5/12/2023 | UniFirst Corporation                | \$315.08    |
| 47988 | 5/12/2023 | Tri Star Energy                     | \$1,452.05  |
| 47989 | 5/12/2023 | Combined Insurance, a Chubb Company | \$29.40     |
| 47990 | 5/12/2023 | Cumberland Machine Co Inc           | \$17,871.60 |
| 47991 | 5/12/2023 | Source Technologies                 | \$20,608.00 |
| 47992 | 5/12/2023 | Southern Pipe & Supply              | \$1,813.47  |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**WASTEWATER**

**PAGE 8**

|       |           |                                    |              |
|-------|-----------|------------------------------------|--------------|
| 47993 | 5/17/2023 | Columbia Power & Water Systems     | \$118.77     |
| 47994 | 5/17/2023 | Duck River Electric                | \$2,294.34   |
| 47995 | 5/17/2023 | Public Entity Partners             | \$263.07     |
| 47996 | 5/17/2023 | Robert J Young Company LLC         | \$60.80      |
| 47997 | 5/17/2023 | Atmos Energy                       | \$52.14      |
| 47998 | 5/17/2023 | Henderson, Hutcherson & McCullough | \$1,075.00   |
| 47999 | 5/19/2023 | Columbia Power & Water Systems     | \$265.18     |
| 48000 | 5/19/2023 | Treasurer State Of Tn              | \$150.00     |
| 48001 | 5/19/2023 | Red Bud Supply Inc                 | \$415.94     |
| 48002 | 5/19/2023 | Brenntag Mid-South Inc             | \$13,293.00  |
| 48003 | 5/19/2023 | Vulcan Materials Co                | \$746.94     |
| 48004 | 5/19/2023 | UniFirst Corporation               | \$329.17     |
| 48005 | 5/19/2023 | UniFirst First Aid and Safety      | \$44.05      |
| 48006 | 5/19/2023 | State Systems, Inc                 | \$99.40      |
| 48007 | 5/25/2023 | Columbia Power & Water Systems     | \$75.01      |
| 48008 | 5/25/2023 | Jones & Lang Sporting Goods        | \$980.00     |
| 48009 | 5/25/2023 | AT&T                               | \$4,970.00   |
| 48010 | 5/25/2023 | W W Grainger Inc                   | \$189.20     |
| 48011 | 5/25/2023 | Southern Sales Co                  | \$2,230.00   |
| 48012 | 5/25/2023 | Unum Life Insurance Co Of Amer     | \$460.40     |
| 48013 | 5/25/2023 | UniFirst Corporation               | \$294.85     |
| 48014 | 5/25/2023 | Tri Star Energy                    | \$4,151.18   |
| 48015 | 5/25/2023 | Atmos Energy                       | \$47.78      |
| 48016 | 5/25/2023 | Preventia Security                 | \$171.00     |
| 48017 | 5/25/2023 | Lee Company                        | \$3,166.00   |
| 48018 | 5/25/2023 | C.E.S. City Electric Supply Co     | \$618.50     |
| 48019 | 5/25/2023 | ACT & C                            | \$645.17     |
| 48020 | 5/25/2023 | Source Technologies                | \$529.36     |
| 48021 | 5/25/2023 | Blue Cardinal Chemical, LLC        | \$845.54     |
| 48022 | 5/31/2023 | City Of Col Employees Retireme     | \$15,527.58  |
| 48023 | 5/31/2023 | Columbia Power & Water Systems     | \$6,943.69   |
| 48024 | 5/31/2023 | Water & Waste Equipment Inc        | \$1,670.81   |
| 48025 | 5/31/2023 | J R Wauford & Co Cons Eng, Inc     | \$18,000.00  |
| 48026 | 5/31/2023 | Vulcan Materials Co                | \$485.59     |
| 48027 | 5/31/2023 | City Of Col Tn Retirement          | \$2,033.42   |
| 48028 | 5/31/2023 | Mechanical Resource Group, LLC     | \$2,326.40   |
| 48029 | 5/31/2023 | Meade Equipment                    | \$126,440.00 |
| 48030 | 5/31/2023 | Waypoint Analytical, LLC           | \$68.00      |
| 48031 | 5/31/2023 | MSD Environmental Services, Inc    | \$278.53     |

|                          |    |                   |
|--------------------------|----|-------------------|
| Total Purchase Cards:    | \$ | 10,134.92         |
| Total Payroll Transfers: | \$ | 145,514.04        |
| Total Misc. Transfers:   | \$ | 64,514.49         |
| Total Checks: 62         | \$ | <u>403,824.82</u> |
| Total:                   | \$ | 623,988.27        |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
FOR THE PERIOD 5/1/2023 - 5/31/2023**

**DRUG**

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|      |           |                        |            |
|------|-----------|------------------------|------------|
| 5946 | 5/12/2023 | Thomson Reuters - West | \$64.00    |
| 5947 | 5/31/2023 | Valorence, LLC         | \$2,796.00 |

|                       |    |                 |
|-----------------------|----|-----------------|
| Total Purchase Cards: | \$ | 1,273.56        |
| Total Checks: 2       | \$ | <u>2,860.00</u> |
| Total:                | \$ | 4,133.56        |

**INSURANCE**

|      |           |                                              |             |
|------|-----------|----------------------------------------------|-------------|
| 3044 | 5/17/2023 | Maury Regional Hospital Marshall Medical Ctr | \$4,784.63  |
| 3045 | 5/17/2023 | Sun Life Financial                           | \$88,112.98 |
| 3046 | 5/19/2023 | BlueCross BlueShield Of TN                   | \$22,493.28 |
| 3047 | 5/31/2023 | Maury Regional Hospital Marshall Medical Ctr | \$25,958.08 |

|                        |    |                   |
|------------------------|----|-------------------|
| Total Misc. Transfers: | \$ | 373,569.68        |
| Total Checks: 4        | \$ | <u>141,348.97</u> |
| Total:                 | \$ | 514,918.65        |

**CAPITAL PROJECTS**

|      |           |                              |              |
|------|-----------|------------------------------|--------------|
| 3024 | 5/12/2023 | Gresham Smith & Partners     | \$858.89     |
| 3025 | 5/12/2023 | Ragan Smith & Associates Inc | \$2,185.70   |
| 3026 | 5/12/2023 | Adams Contracting, LLC       | \$131,632.62 |
| 3027 | 5/25/2023 | Gresham Smith & Partners     | \$3,418.63   |

|                        |    |                   |
|------------------------|----|-------------------|
| Total Misc. Transfers: | \$ | -                 |
| Total Checks: 4        | \$ | <u>138,095.84</u> |
| Total:                 | \$ | 138,095.84        |



**SURPLUS LISTING FOR COUNCIL AGENDA 7/13/2023**

| <b><u>Inv ID</u></b> | <b><u>Description</u></b>                                                                                               | <b><u>Serial#</u></b> | <b><u>Department</u></b> |
|----------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|
| 3232                 | (8) Ram Mount Tough Tray w/ various mounting hardware                                                                   |                       | Fire Dept                |
| 3233                 | (4) Motorola Minitor IV pager w/ charger/speaker base, UHF 4 Channel                                                    |                       | Fire Dept                |
| 3234                 | Used Fire Hose, 1,500 ft of 5" LDH hose w/ storz couplings, 600 ft of 1.75" hose w/ 1.5" couplings                      |                       | Fire Dept                |
| 3235                 | (27) Used Fire Dept Firefighting coats                                                                                  |                       | Fire Dept                |
| 3236                 | Used Motorola Radio Equipment (4) HT-1000, (2) HT-600, (4) CP-200                                                       |                       | Fire Dept                |
| 3237                 | (20) Motorola HT-1250 UHF Radios w/ Batteries                                                                           |                       | Fire Dept                |
| 3238                 | (30) Kenwood Remote Speaker mic                                                                                         |                       | Fire Dept                |
| 3239                 | (3) Motorola CDM 1250 UHF Mobile Radios, (3) Motorola Desk Mic, (1) Kenwood Mobile Radio, (2) KRK-6DH Dual Control Head |                       | Fire Dept                |
| 3240                 | (25) Used Fire Dept Structural Firefighter Pants                                                                        |                       | Fire Dept                |
| 3241                 | (2) Used Kenwood & Motorola Radio Cases, (16) Waist Belt Holders                                                        |                       | Fire Dept                |
| 3242                 | Misc PPE (7) pairs used gloves, (9) used nomex hoods, (2) gear bags, suspenders, uniform pant                           |                       | Fire Dept                |
| 3243                 | Chief Officer Book 2nd Edition (2), Fire Dept Safety Officer Book 1st Edition (4)                                       |                       | Fire Dept                |
| 3244                 | Used Fire Boots (12) pairs                                                                                              |                       | Fire Dept                |
| 3245                 | Ford F250                                                                                                               | 1FTNF20LX2EC24652     | Parks                    |
| 3246                 | GMC Truck                                                                                                               | 1GTEC14T72Z116236     | Parks                    |
| 3247                 | Grey Explorer                                                                                                           | 1FMEV63E79UA23541     | Parks                    |
| 3248                 | Hustler 3700 Mower AWD                                                                                                  | 15022319              | Parks                    |



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Liz Bermudez, Executive Secretary, [liz@columbiatn.com](mailto:liz@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE ENERGY EQUIPMENT INSTALLATION CONTRACT WITH PATH COMPANY LLC IN THE AMOUNT OF \$824,697 FOR CITY HALL HVAC AND ENERGY SAVINGS UPGRADES

**RECOMMENDATION:** Approve.

**INFORMATION:** At the February 9, 2023 meeting, City Council approved a contract with Path to conduct an energy audit for City Hall. A primary focus of that audit was to evaluate and recommend replacement of City Hall's HVAC system.

Attached is the summary of the energy audit and recommendations. Cost for implementation of the audit recommendation is \$824,697.

**CERTIFICATION:** The Chief Financial Officer certifies that \$824,697 is budgeted and unencumbered in General City Admin- Buildings & Structures.

## ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between Path Company LLC, hereinafter called the "ESCO" and City of Columbia, TN hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

This Contract is for Professional Work for energy efficiency improvements ("Professional Work") hereinafter referred as City of Columbia, TN Installation Contract 1222-C3.

ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein and set forth in Exhibits A, B, C, D and E (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work) and located at City of Columbia City Hall, 700 N. Garden Street, Columbia, TN 38401.

The purchase price for the Work will be \$ **824,697**.

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 12 months following Owner's acceptance and ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by ESCO. **The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.**

This Agreement is proprietary property of ESCO and is provided for Owner's use only. ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ESCO which is not expressed herein.

**SCOPE OF CONTRACT:** The ESCO shall provide the good/Work to the Owner as set forth in the Contract.

### THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form
- (2) The following Exhibits:
  - a. Exhibit A – Scope of Work
  - b. Exhibit B – Notice to Proceed
  - c. Exhibit C – Substantial Completion Form
  - d. Exhibit D – Final Completion Form
  - e. Exhibit E – Hazardous Materials
  - f. Exhibit F – IRS 179D Authorization Letter

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**OWNER'S AUTHORIZED REPRESENTATIVE(S):** Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, plus Certificate of Final Completion and Acceptance:

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

Owner may change any Authorized Representative(s) by providing written notice to ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

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## TERMS AND CONDITIONS

### **SECTION 1.0 PAYMENTS TO ESCO**

**Section 1.1** Construction Payments. Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Construction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments.

**Section 1.2** If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements such as, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to ESCO that is required by the Internal Revenue Service.

### **SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL**

**Section 2.1** Construction Procedures and Changes to Work. ESCO shall supervise and direct the Work using qualified and lawfully licensed personnel. ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work.

**Section 2.2** ESCO shall provide overall coordination, management, and responsibility, and shall assure that all Work is completed in a good and workmanlike manner. ESCO's Work shall include the following:

- a. Engineering Design: A survey of the Premises for purposes of designing the Program.
- b. Procurement, Installation, Start-Up: Subject to other provisions of this Contract, ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for Installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings

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and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

**Section 2.3** Systems Startup and Equipment Commissioning: The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

**Section 2.4** In order for ESCO to receive payments during the design/build stages of the Program, the Owner shall authorize disbursements from any escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO per Section 1.0 of this contract.

**Section 2.5** Substantial Completion. ESCO may provide written notice to Owner that one or more of the items described in Exhibit A (each, a "Service Element") is/are substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and ESCO for Energy Savings Contract and any adjustment of compensation therefor.

**Section 2.6** Final Completion. Upon Owner's receipt of written notice from ESCO that the Work is ready for final inspection and acceptance, Owner and ESCO shall inspect the Work and determine whether the same has been performed in accordance with this Contract. If Owner considers the Work complete and performed in accordance with this Contract, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate", substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final

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Certificate to ESCO and does not provide to ESCO written objections to issuance of Final Certificate, identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate as the date Final Certificate was submitted to Owner.

- Section 2.7** Delays. If ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, or due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with ESCO in the timely performance of the Work, then ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.
- Section 2.8** Equipment Location and Access. Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by ESCO and acceptable to Owner, to perform the Work. ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.
- Section 2.9** Permits and Governmental Fees. ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. In addition, Owner is responsible for the governmental or regulatory permits, if any, outlined in Exhibit A.
- Section 2.10** Utilities During Construction. Owner shall provide ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by ESCO during performance of the Work. ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.
- Section 2.11** Concealed or Unknown Conditions. ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) Asbestos, Lead Paint or any other Hazardous Material. If such conditions cause an increase in ESCO's cost of, or time required for, performance of any part of the Work, ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an

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appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

**Section 2.12**     Equitable Adjustment

- (a)     ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:
1.        the Work is delayed, suspended or accelerated by any Owner Representative;
  2.        failure by Owner to timely perform its obligations hereunder;
  3.        A Change in Law (as defined in Section 2.14), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
  4.        The occurrence of an Event of Force Majeure , as defined in Section 11.4, affecting the Work;
  5.        Any change to the Work is requested or directed by Owner; or
  6.        ESCO encounters a concealed or unknown condition as described in Section 2.11.
  7.        Any Act of God such as a wind, hail, hurricane, tornado, storms (named and unnamed), war, strikes, riots and/or civil commotions.
- (b)     Procedure. If ESCO is entitled to an equitable adjustment as described in subsection a), above, ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Owner shall either (i) execute and deliver to ESCO such change order as provided by ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, ESCO may either (i) perform the Work and Owner shall compensate ESCO for such performance on a time and material basis in accordance with ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

**Section 2.13**     Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by ESCO, ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

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**Section 2.14** Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Tennessee state law, ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

### **SECTION 3.0 OWNER'S OBLIGATIONS**

**Section 3.1** Access to Premises. Owner shall provide ESCO with access to the Premises, with or without prior notice to Owner, to inspect for ESCO's benefit the Work and/or to validate Owner's performance of its responsibilities.

**Section 3.2** Representations, Warranties and Covenants of Owner. Owner hereby represents, warrants, and covenants to ESCO that:

- (a) Owner has furnished, or caused others to furnish, and will continue to furnish to ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:
- utility records for the 24-month period preceding the date hereof and throughout the Term;
  - occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
  - written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
  - descriptions of all energy consuming or saving equipment used on or affecting the Premises;
  - any energy or environmental audits relating to all or any part of the Premises;
  - any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
  - construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and

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- a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.
- (b) Owner has provided ESCO with all records heretofore requested by ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to ESCO by Owner in writing; and
  - (c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to ESCO in writing by Owner; and
  - (d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by ESCO hereunder, without prior written consent of ESCO; and
  - (e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to ESCO by Owner in writing; and
  - (f) No part of the Equipment controlled by ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by ESCO, except in the event of an emergency, in which event Owner may remedy the emergency and shall notify ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and
  - (g) Owner has disclosed in writing to ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and
  - (h) Owner will provide ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and
  - (i) The execution, delivery and performance by Owner of this Contract does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all laws and regulations relative to bidding or procurement of the Work hereunder; and
  - (j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

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- (k) Owner shall notify ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract and/or (2) any interruption or alteration of the energy supply to the Premises; and
- (l) Owner acknowledges and agrees that the Performance Period Work will be performed by ESCO or on behalf of ESCO by a ESCO authorized service provider; and
- (m) Owner is the fee owner of the Premises and the real estate upon which the Premises are located.

**Section 3.3** Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

- (a) Failure by Owner to timely pay or cause to be paid amounts due ESCO in accordance with the provisions of this Contract and applicable law;
- (b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;
- (c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii) granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without ESCO's express written consent;
- (d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;
- (e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

**Section 3.4** ESCO Default. Each of the following events or conditions shall constitute a default by ESCO (each, a "ESCO Default"):

- (a) Any representation or warranty furnished by ESCO in this Contract is false or misleading in any material respect when made;
- (b) Any failure by ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or
- (c) The commencement of any voluntary proceedings in bankruptcy or receivership by ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, ESCO becomes insolvent, or ESCO makes a general assignment for the benefit of creditors.

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- Section 3.5** Termination Without Cause. Termination of this Contract without cause will be effectuated by delivery of at least ten (10) day advance written notice declaring termination, upon which event a) Owner shall be liable to ESCO for all Work furnished up to the effective date of termination and any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and price of any specially manufactured items, whether in production or delivered; and b) ESCO shall have no further obligation to Owner under this Contract.
- Section 3.6** Termination by ESCO Due to Owner Default. If an Owner Default has occurred and is continuing, ESCO may immediately suspend all or a portion of the Work at ESCO's discretion and/or terminate this Contract by ten (10) day written notice to Owner. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and the price of any specially manufactured items, whether in production or delivered. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including attorney fees and costs incurred by ESCO as a result of Owner's default. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity.
- Section 3.7** Termination by Owner Due to ESCO Default. If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by ten (10) day written notice to ESCO. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that ESCO shall not be obligated to ship any such equipment unless Owner provides ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to ESCO, but if the expense exceeds the unpaid balance, ESCO shall pay the difference to Owner as Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

#### **SECTION 4.0 INSURANCE**

- Section 4.1** ESCO's Liability Insurance. ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation: Statutory

Comprehensive General Liability: \$1,000,000 per occurrence  
\$2,000,000 in the aggregate

- Section 4.2** Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to ESCO by Owner for Work corresponding to such Equipment.

- Section 4.3** Owner's Liability and Property Insurance.

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- (a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.
- (b) Owner shall purchase and maintain Property Insurance policy covering the materials, supplies, equipment, etc. while being stored, installed and at final acceptance. Owner hereby agrees that ESCO is not responsible for purchasing or maintaining Builder's Risk / Property Insurance on behalf of Owner, nor will ESCO purchase or maintain such insurance on behalf of Owner. Further, Owner agrees that ESCO is not responsible for purchasing and maintaining the Builder's Risk / Property Insurance, and that once materials, supplies, equipment, etc. are delivered to Owner's construction site (or any site belonging to Owner, even if not the exact installation site), that Owner is fully responsible for materials, supplies, equipment, etc. from that point forward in regard to any form of loss or peril.

**Section 4.4** Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain Insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

**Section 4.5** Evidence of Insurance. Owner and ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be maintained under Sections 4.1 and 4.3 of this Contract. The certificate(s) shall name the other Party as an "additional insured" to the extent of the indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.

**Section 4.6** If applicable, the payment and performance bonds provided in accordance with Tennessee state law by ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the infrastructure improvements, construction or construction management and supervision of the work for purchasing and installing ESCO Equipment, or for work to be accomplished by the Owner.

## **SECTION 5.0 HAZARDOUS MATERIALS**

**Section 5.1** Asbestos and Hazardous Materials. Except as expressly stated, ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous,

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noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which ESCO will be performing any part of the Work or Owner has disclosed to ESCO the existence and location of any Hazardous Materials in all areas within which ESCO will be performing any part of the Work. ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibits E, or which present or may present a hazard to or endanger health welfare or safety, ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate ESCO for any additional costs incurred by ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "ESCO" for purposes of this Article 5) and ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by ESCO; and/or (2) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Tennessee state law, ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

## **SECTION 6.0 INDEMNIFICATION AND LIMITATION OF LIABILITY**

**Section 6.1** Indemnification. To the maximum extent permitted by Tennessee state law, ESCO and Owner shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees of each other harmless from any and all third party actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of its employees, agents, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or governmental administrative Owner to respond to any legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

**Section 6.2** **LIMITATION OF LIABILITY: RECOGNIZING THE LIMITATIONS AND IMMUNITIES ALLOWED TO GOVERNMENTAL ENTITIES UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT AND OTHER APPLICABLE LAW, AND WITHOUT WAIVER OF ANY RIGHTS , PRIVILEGES OR IMMUNITIES THEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY.**

## **SECTION 7.0 WARRANTY**

**Section 7.1** General. Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by ESCO.

On all systems installed pursuant to this Contract, ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation.

If the Equipment fails to fulfill the performance Energy Savings Contracts, ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, ESCO shall be given the opportunity to test the equipment under requisite conditions.

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The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, ESCO shall deliver to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

**Section 7.2** Equipment Warranties. ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that ESCO shall have no obligation to incur costs to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to ESCO's failure to exercise its warranty rights shall be borne solely by ESCO.

All warranties shall be transferable and extend to the Owner. ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

**Section 7.3** THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ESCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF WORK, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. ESCO SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

## **SECTION 8.0 REPRESENTATIONS**

Each Party warrants and represents to the other that:

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- i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.
- v. ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES, BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

## SECTION 9.0 SPECIAL PROVISIONS

**Section 9.1** For future Energy Savings Performance Contracting (ESPC) work, City of Columbia, TN and their funded entities reserves the right to conduct future phases of work with Path Company LLC as their ESCO partner.

## SECTION 10.0 CONFIRMATION OF FUNDING

X If this box is checked, Owner will not finance with third parties any portion of the Contract Price. Accordingly, upon execution of this Contract by ESCO, Owner's execution of this Contract shall constitute the Notice to Proceed to ESCO.

    If this box is checked, Owner intends to finance all or a portion of the Contract Price. Accordingly, ESCO shall not be required to perform, any of the Work until and unless Owner has closed on its financing (the "Financing Closing"). Owner shall provide ESCO, upon request, copies of the fully executed contract documents for financing of the Contract Price and, if applicable, evidence of funding of any escrow account required under the financing documents. Owner will achieve Financing Closing on or before MM DD, YYYY, or such later date as may be agreed to in writing by ESCO. Within five (5) calendar days of the Financing Closing, Owner shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit B hereto) to ESCO. In the event Owner does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date as may be agreed to in writing by ESCO, ESCO may terminate this Contract upon fourteen (14) calendar days prior written notice to Owner. Termination of this Contract by ESCO in accordance with this Section shall be deemed termination pursuant to Section 3.5. In addition, notwithstanding such termination, Owner shall be obligated to immediately compensate ESCO for the amount set

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forth in any Letter of Commitment, project development agreement, or comparable agreement between Owner and ESCO.

#### **ARTICLE 11.0 GENERAL PROVISIONS**

**Section 11.1** Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

**Section 11.2** Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. Owner hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

**Section 11.3** Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

**Section 11.4** Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either Party is rendered unable to fulfill any of its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, which termination shall be deemed termination pursuant Section 3.5.

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- Section 11.5** Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.
- Section 11.6** Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.
- Section 11.7** Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.
- Section 11.8** Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to ESCO or otherwise prejudice or impair ESCO's rights.
- Section 11.9** For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Owner listed in Exhibit A.
- Section 11.10** COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL ESCO BE LIABLE UNDER THIS CONTRACT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND OWNER HEREBY EXPRESSLY RELEASES ESCO FROM ANY SUCH COVID-19 LIABILITIES.

The parties agree that they are entering into this Contract while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on ESCO's performance under this Contract. Consequently, the parties agree as follows: Each Party shall use commercially reasonable efforts to perform its obligations under the Contract, subject to provisions below; Each Party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Contract and each shall have the sole discretion in determining the appropriate and responsible actions such Party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers; Each Party shall use commercially reasonable efforts to keep the other Party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and If ESCO's performance is delayed or suspended as a result of the Covid-19 Pandemic, ESCO shall be

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entitled to equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract.

**Section 11.11** The execution of this Contract and performance of the Work is authorized under Tennessee Code § 12-4-110.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Schedules, Exhibits, Attachments

APPROVED AS TO LEGAL FORM:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY

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## Exhibit A – Scope of Work

### Demolition

- Remove & dispose of (2) existing 20-ton DX condensing units and all associated equipment/accessories.
- Remove & dispose of (1) existing 40-ton air handling unit.
- Remove & dispose of (2) existing HW pumps in boiler room.
- Disconnect boiler from existing boiler flue and abandon in place.
- Remove all roofing materials down to the deck on the lower roof. This includes Asbestos abatement.

### LED Upgrades

- Interior LED Lighting
  - Existing interior lights shall be replaced with new LED flat panel fixtures, LED architectural troffers, and LED lamps based on on-site audit as listed in Appendix A.
  - Emergency light fixtures will be replaced in existing locations where specified.
- Exterior LED Lighting
  - Existing exterior lights shall be replaced with new LED fixtures and LED lamps based on on-site audit as listed in Appendix A.
- Exclusions/Clarifications
  - Lighting controls shall remain as existing. New lighting controls (i.e. dimming, occupancy sensors, etc.) are excluded.
  - Electrical panel upgrades are excluded.
  - Excludes rewiring of light fixtures including but not limited emergency lights.

### Air Distribution

- Airside Test and Balance including 33 VAVs/FPU's, 10 EFs, and 122 pieces of air distribution. This does not include any duct changes, damper additions, or sheave changes.
- Exclusions/Clarifications
  - Excludes waterside VAV balancing.

### HVAC Upgrades

- IT Server Room Mini Split Addition
  - Install (2) ductless split system heat pumps in existing server room for additional cooling.
  - New refrigerant piping, control valves, and condensate piping to be included and installed to ensure operable system.
- Hot Water System Upgrades
  - Install (2) Bell and Gossett e90 2aab vertical inline HW pumps.
  - Install (2) isolation valves.
  - Install (1) chemical pot feeder.
  - Install new stainless steel boiler flue to existing boiler.

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#### **HVAC System Upgrades**

- Install (1) Trane Voyager-3 Packaged Unit on existing roof I-beam structure.
- Supply and return duct to be routed into mechanical penthouse and connected to existing.
- Includes full T&B services on existing and proposed equipment.

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**Exhibit B – Notice to Proceed**

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain City of Columbia, TN Installation Contract 1222-C3 dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and City of Columbia, TN, (the "Owner") which provides as follows:

1. With regards to section 10.0 – Confirmation of Funding stating that "This contract is contingent upon Owner confirmation of funding". Owner hereby confirms that project funding has been appropriated. The contingency requiring evidence that funding acceptable for the project has been allocated is hereby satisfied.
2. All other terms and conditions of the Contract shall remain the same and in full force and effect.

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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### Exhibit C – Substantial Completion Form

This **Substantial Completion Form** is attached to and made an integral part of that certain City of Columbia, TN Installation Contract 1222-C3 dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and City of Columbia, TN, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

| Services: Description of Equipment or Work | Warranty Commencement Date |
|--------------------------------------------|----------------------------|
|                                            |                            |
|                                            |                            |
|                                            |                            |

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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### Exhibit D – Final Completion and Acceptance

This **Final Completion and Acceptance Form** is attached to and made an integral part of that certain City of Columbia, TN Installation Contract 1222-C3 dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and City of Columbia, TN, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Final Completion, except as noted below with respect to the following corresponding equipment or work:

| Services: Description of Equipment or Work | Warranty Commencement Date |
|--------------------------------------------|----------------------------|
|                                            |                            |
|                                            |                            |
|                                            |                            |

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

July 6, 2023

1222-C3 - ColumbiaTN - Installation Contract

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### Exhibit E – Hazardous Materials

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material
2. Abatement of all asbestos containing materials is the sole responsibility of the Owner, unless explicitly included in the stated scope in Exhibit A, and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by Path Company LLC under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Tennessee state law, Owner agrees that ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.
3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

July 6, 2023

1222-C3 - ColumbiaTN - Installation Contract

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**Exhibit F – IRS 179D Authorization Letter**

July 11, 2023

City of Columbia, TN  
Tony Massey  
700 N. Garden St  
Columbia, TN 38401  
(931) 560-1500

RE: City of Columbia, TN Installation Contract 1222-C3  
Subject: 179D Tax Deduction Form of Allocation

Dear Tony:

Path Company is requesting permission for allocation of the tax deduction incentives allowable under Section §179D of the Internal Revenue Code regarding the Energy Policy Act of 2005. These incentives allow government building owners to allocate potential Section 179D deductions, that are otherwise of no value to tax-exempt entities, to project designers including contractors, consultants, and energy service providers.

Per the definitions in Notice 2008-40 and the fact that the City of Columbia, TN is tax-exempt, tax deduction incentives can be allocated to the person primarily responsible for the design of this project. We are requesting you verify we are those responsible persons by the execution of your signature on the attached allocation form. After your review, please notify us of any clarification or corrections you may require otherwise please sign and date where indicated.

It was a pleasure partnering with you in the successful implementation of energy-savings measures throughout your facilities and we look forward to furthering this effort in the future. If you have any other questions, please feel free to contact me.

Sincerely,

---

Russ Phillips, PE  
Co-Founder & Principal

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

July 6, 2023

1222-C3 - ColumbiaTN - Installation Contract

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### **SECTION 179D ALLOCATION**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, and interior lighting systems. Taxpayers eligible to receive an allocation may include architects, engineers, contractors, environmental consultants, or energy service providers. City of Columbia, TN hereby allocates the Section 179D deduction for the property(ies) described below to Path Company.

**GOVERNEMENT BUILDING OWNER**

City of Columbia, TN  
Tony Massey  
700 N. Garden St  
Columbia, TN 38401  
(931) 560-1500

**DESIGNER**

Path Company  
Russ Phillips, PE  
5860 Ridgeway Center Parkway, Suite 200  
Memphis, TN 38120  
(901) 250-2474

| Property Name | Property Address | Cost of Property | Date Placed in Service | 179D Deduction Allocated to Designer |
|---------------|------------------|------------------|------------------------|--------------------------------------|
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |
|               |                  |                  |                        |                                      |

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

\_\_\_\_\_  
Signature of Government Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Designer

\_\_\_\_\_  
Date

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

July 6, 2023

1222-C3 - ColumbiaTN - Installation Contract

Page **27** of **27**

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CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Marketing & Tourism Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND MORRIS VISITOR PUBLICATIONS IN THE AMOUNT OF \$6,500 FOR ADVERTISING IN THE 2024 NASHVILLE 'WHERE' GUESTBOOK

**RECOMMENDATION:** Approve and authorize the Mayor to sign a contract with Morris Visitor Publications for the back cover ad of the Nashville 'Where' Guestbook in the amount of \$6,500.

**INFORMATION:** This hardbound guide book is featured in hotel rooms in downtown Nashville and throughout Middle Tennessee as the go-to information guide for visitors.

**CERTIFICATION:** The Chief Financial Officer certifies that \$6,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

# Advertising Agreement

|            |                               |               |                                           |
|------------|-------------------------------|---------------|-------------------------------------------|
| Adv. Code  |                               | Proposal Date | 7/3/2023                                  |
| Advertiser | <b>City of Columbia</b>       | Proposal No.  | <a href="#">Click here to enter text.</a> |
| Brand      | <b>Visit Columbia</b>         | Revision No.  |                                           |
| Agency     |                               | Sales Rep     | Kathy Fox                                 |
| Contact    | <b>Kellye Murphy</b>          | Phone         | 615-512-1121                              |
| Phone      | <b>931-560-1575</b>           | Email         | kathy.fox@morris.com                      |
| Email      | <b>kmurphy@columbiatn.com</b> | Net Amount    | \$ 6500.00                                |

|                                                                     |                 |                |
|---------------------------------------------------------------------|-----------------|----------------|
| Advertiser Address<br>700 North Garden Street<br>Columbia, TN 38401 | Contact Address | Agency Address |
|---------------------------------------------------------------------|-----------------|----------------|

## Print Ads/Events

| Publication                      | Issue | Issue Date | Edition   | Section | Position   | Size      | Base Cost | Net Cost |
|----------------------------------|-------|------------|-----------|---------|------------|-----------|-----------|----------|
| <b>Nashville Where Guestbook</b> | 2024  | 10/31/2023 | NASHVILLE |         | Back cover | Full page | 10750.00  | 6500.00  |

**Account Information:** ☒ Active Account / Renewal ☐ New Account (Credit Information form must be attached)  
☐ National Account ☐ Co-op Billing (Co-op billing instructions must be attached)

**Payment Terms:** ☒ Pay after July 1, 2023 ☐ Pay in Equal Installments  
☐ Pay By Credit Card (Credit card authorization form must be attached.)

### Additional Payment Terms:

- Payments are due within 30 days of publication date.
- Installment payments must be made prior to next publication date.
- Minimum billable amount to qualify for installment billing is \$1,500.
- Maximum number of installments for annual publications is 10.

### Terms & Conditions (revision July 6, 2011)

By purchasing advertising with MVP, the "Advertiser" agrees to the following:

#### GENERAL

1. This Agreement is between Morris Visitor Publications, LLC hereinafter referred to as "MVP," and the advertiser appearing on the front of this Agreement either directly or through its agency hereinafter collectively referred to as the "Advertiser". The Advertiser and its advertising agency (Agency) jointly and severally agree to be responsible for payment to MVP for all space purchased pursuant to this Agreement; notwithstanding to whom the bills are rendered. The Advertiser and Agency, jointly and severally, shall remain obligated to pay MVP within the time specified and until payment in full is received by MVP. Payment by Advertiser to Agency shall not constitute payment to MVP.

2. Acceptance of this order by MVP constitutes a binding Agreement. This Agreement may not be superseded by any Agreement, order, notice or notification unless evidenced by a written document executed by Advertiser and/or Agency and MVP.

3. MVP invoices are payable to Morris Visitor Publications, LLC PO Box 1584 Augusta, GA 30903. Overdue accounts will be subject to a service charge of one-and-a-half (1 1/2) percent per month commencing thirty (30) days from the date of the invoice until paid. If the service charge set forth in the immediately preceding sentences is deemed to be in violation of the law of any governing jurisdiction the Advertiser and Agency shall be liable in that event for the maximum service charge permitted by law in the governing jurisdiction.

4. MVP Sales Representatives have no authority to make any representations about editorial content. It is against the editorial policy of MVP to permit the purchase of advertising to have any effect on any editorial content. Advertising simulating editorial content may not be accepted and MVP reserves the right to reject or place the word "Advertisement" or similar text with the copy.

5. Rates are based on total amount of space used in the twelve (12) months from date of first insertions. Advertiser will be required to pay the rate earned if they do not use the amount of space upon which their billing has been based pursuant to the rate in effect at the time of the execution of this Agreement. Rebates will be given if Advertiser uses sufficient additional space to earn a lower rate than that for which they have been billed. MVP reserves the right to cancel future advertisements for non-payment in which case the Advertiser will be required to pay an adjusted rate earned on previous advertisements.

6. Notwithstanding any provision to the contrary, Advertiser and/or Agency agree to pay all late charges, collection costs, court costs, and legal fees incurred by MVP to collect delinquent accounts to the lesser of 18% or the maximum allowed by law.

7. Advertiser and Agency agree that MVP's liability for its failure to insert the advertisement is limited to the consideration paid for such advertisement.

8. Advertiser and Agency assume sole liability for all content of advertisements printed and also assume sole responsibility for any claims therefore against MVP. Further, whether advertisement is supplied as digital files, tear sheets or as artwork, copy and/or design to be created by MVP for publication/ product production purposes, it is the Advertiser's and Agency's sole responsibility to ensure that the supplied artwork, copy and/or design used in the advertisement is not in violation of copyright protection and agree to indemnify MVP for all costs incurred, including legal fees, associated with any such claim against MVP.

9. All advertising copy is subject to the approval of MVP.

10. Cancellations must be received by MVP in writing at least forty five (45) days prior to the applicable Issue Date of the publication. If contract is not fulfilled by Advertiser, Advertiser agrees to pay a cancellation fee equal to the Rate Card amount on the contract.

11. Ad copy and changes must be received by MVP in writing at least thirty (30) days prior to the applicable Issue Date of the publication. If changes are not received in time for publication, MVP reserves the right to run general covering materials or current ad materials on hand for advertiser.  
ADVERTISER

12. Advertiser shall supply advertising material to MVP pursuant to MVP's current and prevailing mechanical specification requirements.

13. All advertising rates are based upon Advertiser supplied digital files for color or black and white advertisements only. Any and all necessary production costs required to prepare advertisements will be the responsibility of the Advertiser. MVP will not perform such production work except by separate Agreement. Color proofs can be provided by MVP at the Advertiser's expense. Future changes to advertisements are subject to production costs.

14. Agency commission is payable to recognized agencies and in-house agencies only on gross billing for space, color, bleed and position charges and only when invoices are paid within forty-five (45) days. All production layout charges, and similar charges, are non-commissionable.

15. Advertiser agrees that unless objections are written and sent to MVP (at the address of the billing party set forth in MVP's invoice) by certified mail, return receipt requested, or by commercial delivery service providing signed proof of delivery, within sixty (60) days of the invoice date, the amount of the invoice shall be deemed correct in all aspects.

16. All orders submitted to MVP are accepted only upon the express condition that the Advertiser and Agency agree to hold MVP harmless from any claims arising out of or relating to copy, copyrights, trademarks, or that the use of any name or other material and any advertisement order for publication is not illegal, unauthorized, or damaging in any way to any person or other legal entity. Advertiser and Agency agree to indemnify MVP for all costs incurred, including legal fees, associated with any such claim against MVP.

17. Advertiser and Agency agree that MVP will not be liable for any error in any advertisement published, beyond granting a partial credit to the Advertiser proportionate to the amount of advertising space containing the error. In no event shall MVP's liability exceed the charge made for publishing said advertisement.

18. Frequency discounts are determined by number of insertions during contract year.

19. If actual space differs from billed rate, Advertiser will be short-rated at end of year of the Agreement.

#### MVP PUBLICATIONS AND/OR PRODUCTS

20. MVP reserves the right to not accept any advertisement for any reason whether or not such material has previously been accepted or published.

21. Other than the 2nd, 3rd and 4th cover pages, and special positions noted on the rate cards, MVP does not guarantee any specific position for any advertisement, unless such guarantee is expressly provided in the Agreement.

22. MVP shall not be responsible or liable for delays in publication or delivery for distribution due to strikes, lockouts, embargoes, labor problems, fuel or power shortages, fire, floods, accidents, civil disturbances, war, acts of God, or other causes beyond its control.



23. MVP reserves the right to make revisions in rates on ninety (90) days notice. If a rate revision is made the Advertiser may cancel the Agreement without short rate adjustment if written notice of cancellation is received by certified mail prior to the space reservation closing date.

24. If Advertiser or Agency default in the payment of MVP's invoice(s) or if in the judgment of MVP, the Advertiser's and/or Agency's credit becomes impaired, MVP shall have the right to require payment for any future advertising to be open to such terms as MVP may deem appropriate. Additionally, if Advertiser and/or Agency is in default with respect to any required installment payment, MVP, at its sole discretion, may accelerate all future payments due under such installment arrangement, and all sums shall become due and payable.

25. MVP reserves the right to cancel this Agreement at any time upon Advertiser's default in the payment of MVP's invoices, or in the event of any other breach of this Agreement. Upon such cancellation, all charges incurred by MVP on behalf of Advertiser shall become immediately due and payable.

26. MVP's authorized agent for purpose of this Agreement is the Publisher.

27. This Agreement shall be governed by and under the laws of the State of Tennessee, notwithstanding any conflicts of law principles, Advertiser and Agency hereby agree to submit to the venue and jurisdiction of the courts of the State of Tennessee in the event judicial action is required to effectuate the terms of this Agreement.

28. For package deals, if any part of the package is cancelled by the advertiser, the entire contract (including invoices already generated) will be re-invoiced using the published rates at the frequency that matches actual advertising.

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This Agreement is subject to acceptance by Morris Visitor Publications, LLC and to the terms and conditions outlined above, all of which are made part of this Agreement.

Advertiser acknowledges that he has read this Agreement and received a copy thereof, and same embodies the complete understanding between Advertiser & MVP  
REPRESENTATIONS AND PROMISES MADE BY SALES REPRESENTATIVES ARE NOT BINDING UNLESS SET FORTH IN WRITING WITHIN THIS AGREEMENT AND ACCEPTED BY MVP CORPORATE HEADQUARTERS.

THE FOREGOING IS UNDERSTOOD, AGREED TO AND ACCEPTED BY:

**Authorized Signature: (Authorization is required to publish your ad)**

|           |                          |       |       |
|-----------|--------------------------|-------|-------|
| _____     | _____                    | _____ | _____ |
| Signature | Full Name (Please Print) | Title | Date  |

APPROVED AS TO LEGAL FORM:

C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Marketing & Tourism Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$9,950 FOR ADVERTISING IN THE 2024 NASHVILLE VISITOR GUIDE.

**RECOMMENDATION:** Approve and authorize the Mayor to sign a contract with Journal Communications for a two-thirds page ad in the Nashville Visitor Guide for \$9,950.

**INFORMATION:** The Nashville visitor guide 2024 is a popular, bi-annual publication available in both print (350,000 copies annually) and digital. Visit Columbia will purchase a two-thirds page ad for both issues in 2024. This guide targets Nashville visitors, highlighting destinations to visit, like Columbia, while in Nashville.

**CERTIFICATION:** The Chief Financial Officer certifies that \$9,950 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.



6550 Carothers Pkwy • Suite 420  
Franklin, Tennessee 37067  
(615) 771-0080 • Fax: (615) 771-0079

Journal Communications Inc  
6550 Carothers Parkway  
Suite 420  
Franklin, TN 37067

Contract ID : 020527  
Advertiser ID : 10001198  
P.O : NONE

Advertiser (Bill To):  
**Charles (Chaz) M. Molder**  
**City of Columbia**  
700 N Garden St  
Columbia, TN 38401  
931-560-1510

Agency :

Sales Rep(s)  
**(193) Will Zanetis**  
wzanetis@jnlcom.com

**Publication:** Nashville Visitors Guide  
**Contract Status:** Rep in Setup - Not Sent

**Billing Email:** kmurphy@columbiatn.com

**Contract Description:** Contract to include: 2/3 Page Vertical to be included in 2024 Official Nashville Visitors Guide (Jan-June & July-Dec), Live Link via Digital Version (hosted on VisitMusicCity.com), Comp Approve Discounts.

#### PRINT

| Pub / IO #                                                      | Issue | Onsale Date | Position      | Description             |
|-----------------------------------------------------------------|-------|-------------|---------------|-------------------------|
| 0205 / 115925                                                   | 27    |             | GEN : General | COLOR, 2/3 PAGE, YEARLY |
| Ad Close Date : 07/28/2023                                      |       |             |               |                         |
| Item : DISCOUNT- COMP APPROVE                                   |       |             |               |                         |
| Headline :                                                      |       |             |               |                         |
| Special Instructions : Artwork due 8/4/23 for January 24'Issue. |       |             |               |                         |
| 0205 / 115926                                                   | 28    |             | GEN : General | COLOR, 2/3 PAGE, YEARLY |
| Ad Close Date : 07/28/2023                                      |       |             |               |                         |
| Item : DISCOUNT- COMP APPROVE                                   |       |             |               |                         |
| Headline :                                                      |       |             |               |                         |
| Special Instructions : Artwork due 1/20/24 for July 24'Issue.   |       |             |               |                         |

Special Instructions

#### Total Summary

Space : \$10,540.00  
ADJ / DISC : \$-590.00  
Agency DISC : \$0.00  
Sales Tax : \$0.00

**Contract NET : \$9,950.00**

TERMS EDIT



**PLEASE NOTE OUR ADDRESS HAS CHANGED****Advertisement Terms****TERMS**

NET 30 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

**Credit Card Processing Fee**

All payments processed by a credit card will have a 3% processing fee added to the balance.

**CONDITIONS**

This is an order and authorization to secure advertising space with Journal Communications Inc.

In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

***In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.***

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

**PROOFING POLICY**

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

**Production Specifications****SUBMITTING A DIGITAL AD**

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

**ORIGINAL ADS**

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all

necessary materials to produce ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

#### FORMATTED ADS

- All ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit [ads.jnlcom.com](http://ads.jnlcom.com) for specifications and submission guidelines.
- A low res color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of \$75/hour.

*Please note: All charges/rates listed are subject to change.*

#### ONLINE ADS

Visit [livmedia.com/ads](http://livmedia.com/ads) for submission guidelines.

#### LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

I, \_\_\_\_\_, hereby authorize, and agree to all terms and conditions of, this contract.

APPROVED AS TO LEGAL FORM:

  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Marketing & Tourism Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORKORDER WITH SIMPLEVIEW IN THE AMOUNT OF \$3,500 FOR THE "QUICKVIEW" FEATURE TO BE ADDED ON THE VISIT COLUMBIA WEBSITE.

**RECOMMENDATION:** Approve and authorize the Mayor to sign a Workorder with Simpleview in the amount of \$3,500 for the "Quickview" feature to be added on to the Visit Columbia website.

**INFORMATION:** Quickview is an add-on feature for Listings and Events that makes website listings more accessible throughout your site. Visitors will now be able to select the Quickview option for a listing, rather than clicking onto a traditional listing link and navigating away from the page they are currently on.

**CERTIFICATION:** The Chief Financial Officer certifies that \$3,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Software Maintenance.



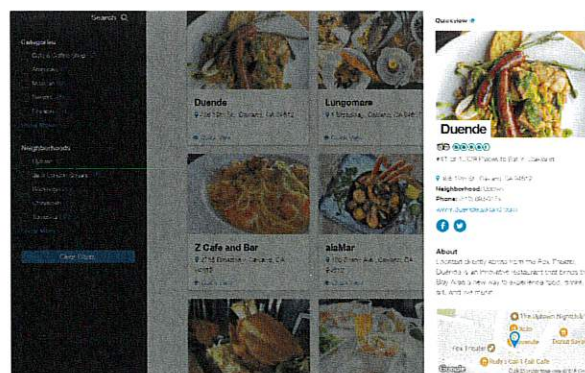
## Objective

Quickview is an add-on feature for Listings, Events and Offers Pro as well as Collections that makes your listings more accessible throughout your site. Visitors will now be able to select the Quickview option for a listing, rather than clicking onto a traditional listing link and navigating away from the page they are currently on. By selecting the Quickview option, the detail page will load in a slide out window. All information that can be viewed on that listing's detail page will also be available in Quickview. Because of this, clicks on Quickview will count as Listing Views in the Simpleview CRM Member/Partner Benefits Summary. You can determine where you specifically want Quickview implemented across Listings, Events, Offers and Collections (each will require a one-time implementation fee). Quickview also generally dictates a required detail page template update across your site – this will be determined on a case-by-case basis (and also dictates a one-time fee).

## Specifications

- What It Does
  - o Makes it faster/easier for visitors to learn about your Listings, Events and Offers.
  - o The visitor will remain in their current context while viewing the details of the listing they selected. This means they can easily close Quickview without losing their place in your overall website.
  - o All Quickview views are counted as Listing Views in the Simpleview CRM Member/Partner Benefits Summary.
- How It Works
  - o Quickview loads the Listing, Event or Offer detail page in a slide out window.
  - o Quickview is entirely responsive. Even on a mobile device, the slide out window won't cover the entire screen. This makes it obvious that the visitor isn't navigating away from their current location on the website.
  - o Quickview can be added to any combination of Listings, Events and Offers Pro on your website.
- Why It Helps
  - o Quickview functions, and is designed, in a way that is in line with popular listing apps, such as Yelp. It will feel familiar and intuitive to users.
  - o Visitors can get more information about a listing while still retaining their context on the website.
  - o Quickview views count as Listing Views in the Benefits Summary. This means you can create a better experience for your visitors and member/partners alike.

## Example



## Cost Summary

The cost outlined below includes project management fee, implementation, training and licensing. The quote is valid for 30 (thirty) days. Any change or addition to the above scope of work will result in the creation of a new Work Order.

|                                   | One-Time Fee                | Annual Fee          |
|-----------------------------------|-----------------------------|---------------------|
| Quickview                         | -                           | \$2,500/year        |
| Listings Implementation           | \$500                       | -                   |
| Calendar of Events Implementation | \$500                       | -                   |
| <b>Costs</b>                      | <b>\$1,000<br/>One-Time</b> | <b>\$2,500/Year</b> |

\*Clients with multiple Listing template types (ie specific Sports or Weddings Listing themes) will require additional scope and incur additional one-time fees.

If applicable, the above implementation costs reflect one-time fees and recurring costs reflect an annual licensing fee. This annual licensing fee will be added to your overarching CMS Licensing Fee, which is billed on the anniversary of that CMS Licensing Fee (as referenced in the signed contract dated 5/19/2015).

You will be billed a pro-rated amount based on that annual licensing fee (in the case that it is actively being billed) from the signature of this work order up to your anniversary date, then the full annual licensing fee will be added to your overarching CMS Licensing Fee for the remainder of your three-year licensed term. The annual licensing fee covers browser updates, bug fixes, API updates, point upgrades and version upgrades as they become available.

## Moving Forward

In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.

\_\_\_\_\_  
Authorized Signature (required to begin work)

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization



APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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**AGENDA ITEM TITLE:** APPROVE THE PURCHASE OF A 2023 FORD F550 BUCKET TRUCK IN THE AMOUNT OF \$198,018.00 USING SOURCEWELL CONTRACT

**RECOMMENDATION:** Approve purchase from VERSALIFT in the amount of \$198,018.00 for a 2023 Ford F550 84" 4x2 chassis bucket truck.

**INFORMATION:** VERSALIFT, using Sourcewell contract # N-230802, supplies bucket trucks to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a 2023 Ford F550 bucket truck with a 4x2 chassis, for the amount of \$198,018. This equipment was originally budgeted at \$189,362. in the FY 22/23 budget year, and approved by the City Council on April 14, 2022. Due to inflation and the rising cost of supplies, the price has increased to \$198,018.

**CERTIFICATION:** The Chief Financial Officer certifies that \$198,018 will be presented to be reappropriated in August in Appropriation Amendment No. 1.

Versalift  
7601 Imperial Drive  
Waco, Texas 76712-6608  
254.399.2100



## QUOTATION

SOURCEWELL N-23082

Revision 1

**Customer:** City of Columbia Public Works  
**Attn:** Jeff Riggins  
**Email:** jriggins@columbiatn.com  
**Address:** 110 Santa Fe Pike  
Columbia, TN. 38401

**Date:** 6/29/2023  
**Model:** VST-47-MHI

**VERSALIFT SOURCEWELL  
CONTRACT #110421-TIM**

| <u>Model</u> | <u>Description</u>                                                                                                      | <u>Sourcewell Price</u> |
|--------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------|
| VST-40-I     | Insulated 40 ft. telescopic aerial platform lift, 45 ft. working height including the following standard feature items: | \$118,603.00            |

### STANDARD SOURCEWELL FEATURES:

- 19,500 GVWR, 84" Ford F550 4X2 chassis with automatic transmission, 6.7L diesel engine, and air conditioning.
- 132" steel service body with standard compartments treadplate tops and 24" tailshelf.
- Standard platform capacity of 500 lbs. (204 kg).
- Standard 46-1/4" pedestal.
- Hydraulic pump.
- TruGuard™ 2.0 dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ 2.0 technology incorporates the use of full hydraulic controls with durable metal handles and linkages
- Main A-frame outriggers.
- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one pass slip ring for start/stop system.
- Six gpm (22.7 lpm) open center hydraulic system at 2500 psi (175 kg/cm²).
- Side mounted telescopic upper boom for low stowed platform.
- Fiberglass inner boom and patented ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2-2015 requirements for Category C, 46 KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.30 m)
- Insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2
- ELECTROGARD and inner boom furnished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set hydraulic tools at platform.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity.
- Closed 24 in. X 24 in. X 42 in. (0.61m X 0.61m X 1.07m) fiberglass platform with one curbside step (in end hung position)
- Master/slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support
- PTO power source.
- Hydraulic oil.
- Mounting hardware.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

VST-47-MHI  
VERSALIFT.COM

Date: 6/29/2023  
Quote #: N-23082R1

### STANDARD SOURCEWELL OPTIONS:

*Option prices per Sourcewell contract #110421-TIM in addition to above price.*

- Secondary stowage system\_\_\_\_\_ \$ 654.00
- VST471 aerial lift in lieu of the VST401 aerial lift above\_\_\_\_\_ \$ 5,159.00
- Hydraulic articulating/telescopic jib and winch with 1,000 lb. capability\_\_\_\_\_ \$ 5,445.00

### CUSTOMER REQUESTED OPEN MARKET OPTIONS:

*Prices shown in addition to above price.*

- 24" x 48" x 42" platform with cover and liner in lieu of the above 24" x 24" platform\_\_\_\_\_ \$ 1,345.00
- Auxilliary A-frame outrigger in addition to main outriggers\_\_\_\_\_ \$ 4,285.00
- Two (2) full body safety harness and lanyard\_\_\_\_\_ \$ 661.00
- ICC bumper\_\_\_\_\_ \$ 438.00
- Four (4) 18" x 18" x 1" outrigger pads and holders\_\_\_\_\_ \$ 627.00
- Two (2) rubber wheel chocks\_\_\_\_\_ \$ 35.00
- Four (4) 18"x18"x1" plastic outrigger pads with holders\_\_\_\_\_ \$ 412.00
- Two (2) amber LED grommet mounted strobes at rear platform extension\_\_\_\_\_ \$ 510.00
- Two (2) amber LED grill mounted strobes lights\_\_\_\_\_ \$ 510.00
- Four (4) amber LED flush mounted strobes, one at each corner of body\_\_\_\_\_ \$ 1,019.00
- LED amber low profile mini light bar mounted on cab roof\_\_\_\_\_ \$ 748.00
- LED directional bar installed under tailshelf with controller in cab\_\_\_\_\_ \$ 761.00
- Four (4) LED puddle lights installed on each outrigger\_\_\_\_\_ \$ 720.00
- LED grommet mounted work light at body access steps\_\_\_\_\_ \$ 403.00
- Go-Light LED spotlight with wireless control mounted at front of body\_\_\_\_\_ \$ 952.00
- Two (2) LED work lights, one at curbside lower boom and one on rear of pedestal\_\_\_\_\_ \$ 416.00
- 3 gallon water cooler with mounting bracket\_\_\_\_\_ \$ 125.00
- 10 lb. fire extinguisher installed at front of body\_\_\_\_\_ \$ 213.00
- Mudflaps installed behind rear wheels\_\_\_\_\_ \$ 95.00
- Dimensions 2400 watt pure sine inverter\_\_\_\_\_ \$ 2,062.00
- 2" receiver at rear with safety chains\_\_\_\_\_ \$ 579.00
- Weatherproof 110V outlet installed on rear curbside body compartment\_\_\_\_\_ \$ 202.00
- Removable 5 ton combination pintle hitch wit 2" ball\_\_\_\_\_ \$ 680.00
- 7-way RV style trailer plug at rear\_\_\_\_\_ \$ 197.00
- 18,000 lb. electric planetary front winch\_\_\_\_\_ \$ 5,532.00
- Install Super Springs on rear axle\_\_\_\_\_ \$ 988.00
- DOT inspection\_\_\_\_\_ \$ 50.00
- Rear view camera prep kit\_\_\_\_\_ \$ 565.00
- Outrigger alarms\_\_\_\_\_ \$ 236.00
- 132" aluminum service body built with side access at first vertical on curbside, 48 inch tailshelf, LED lighting package, strip lighting in all compartments, wheel chock holders, remote controlled door locks , painted white to match cab, and non-skid paint lieu of 132" steel body above\_\_\_\_\_ \$ 11,979.00
- 2022 Ford F600 4x4 XL regular cab and chassis with 84" CA, 22,500 GVWR, 84" CA, auto transmission, 6.7L V8 diesel engine, dual alternators, brake controller, AM/FM radio with MP3 and SYNC Communication with entertainment system, power door locks, power windows, remote keyless entry, platform running boards, engine block heater, and rear view camera in lieu of the above Ford F550 4x2 chassis\_\_\_\_\_ \$ 15,194.00

### Price Summary

|                                            |              |
|--------------------------------------------|--------------|
| TOTAL PRICE F.O.B. GRAHAM, N.C.:           | \$182,400.00 |
| FREIGHT TO COLUMBIA, TN.:                  | \$ 1,199.00  |
| 12% AERIAL LIFT SURCHARGE:                 | \$ 5,763.00  |
| 16% AERIAL LIFT SURCHARGE:                 | \$ 8,656.00  |
| COMPLETE TOTAL PRICE F.O.B. COLUMBIA, TN.: | \$198,018.00 |

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**TERMS:** Net 30 days. MSO released after receipt of payment.  
**SHIPMENT:** Estimated shipment based on current production levels is 545 days after receipt of order or 60 days after all Tier One items arrive at the mounting facility.  
**VALIDITY:** Quote valid for 30 days and subject to increase due to market volatility.

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Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

**STAN TOMCHESSON**

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: [StanTomchesson@versalift.com](mailto:StanTomchesson@versalift.com)



Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above.  
Please email with your purchase order to [stantomchesson@versalift.com](mailto:stantomchesson@versalift.com).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_ Quantity: \_\_\_\_\_ Sourcewell Member ID #: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

  
C. TIM TISHER, CITY ATTORNEY

Versalift  
7601 Imperial Drive  
Waco, Texas 76712-6608  
254.399.2100



## QUOTATION

SOURCEWELL N-23082

Customer: City of Columbia  
Attn: Jeff Riggins  
Email: jriggins@columbiatn.com  
Address: 110 Santa Fe Pike  
Columbia, TN. 38401

Date: 4/1/2022  
Model: VST-47-MHI

VERSALIFT SOURCEWELL  
CONTRACT #110421-TIM

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|----------|-------------------------------------------------------------------------------------------------------------------------|------------------|
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- Main A-frame outriggers.
- Full pressure turret mounted lower controls with override.
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- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support
- PTO power source.
- Hydraulic oil.
- Mounting hardware.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

VST-47-MHI  
VERSALIFT.COM

Page 1 of 3

Date: 4/1/2022  
Quote #: N-23082

**STANDARD SOURCEWELL OPTIONS:**

*Option prices per Sourcewell contract #110421-TIM in addition to above price.*

- Secondary stowage system\_\_\_\_\_ \$ 654.00
- VST471 aerial lift in lieu of the VST401 aerial lift above\_\_\_\_\_ \$ 5,159.00
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Please email with your purchase order to [stantomchesson@versalift.com](mailto:stantomchesson@versalift.com).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_ Quantity: \_\_\_\_\_ Sourcewell Member ID #: \_\_\_\_\_

Approved as to Legal Form:

By: C. Tim Tisher  
C. Tim Tisher, City Attorney

VST-47-MHI  
VERSALIFT.COM

Page 3 of 3

Date: 4/1/2022  
Quote #: N-23082



Dear Commercial Partners,

The last couple years have been some of the most challenging our country has faced in decades. From the impact of Covid 19 to supply disruption, the war in the Ukraine, chip shortages causing chassis disruptions, labor rate increases, skilled labor shortages, and unprecedented inflation in fuel and shipping cost etc.

In January we were forced to increase our prices by 12%, even in light of our team's relentless attempts to curb price increases and surcharges from our suppliers, and at the same time absorbing some of the total cost increases. Our teams continue to battle to keep costs down but unfortunately, we can't stop the inflationary pressures and have had to accept additional increases that we must now pass on.

These increases will be applied to some, but not all, existing orders and all future orders as described below without exception:

1. All RTGS not shipped by June 3, 2022, will have a 16% lift surcharge regardless of the order date or original delivery date.
2. All PO's dated March 1, 2022, or later will be subject to a 16% lift surcharge.
3. All new orders will have a 16% lift price increase effective immediately. The blaze sheets have been adjusted to reflect this.

We understand that these surcharges and increases will be difficult but be confident that we are doing everything we can to lessen the impacts and continue to deliver Versalift products.

Thank you for patience and being our allies during this challenging time.

Respectfully,

Vice President of Sales  
North and South America  
Versalift

7601 Imperial Drive  
Waco, TX 76712  
(254)399-2100



Versalift  
7601 Imperial Drive  
Waco, Texas 76712-6608  
254.399.2100



## QUOTATION

SOURCEWELL N-23082

Revision 1

Customer: City of Columbia Public Works  
Attn: Jeff Riggins  
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CONTRACT #110421-TIM

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***STAN TOMCHESSON***

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Phone: (254) 399-2167

Email: [StanTomchesson@versalift.com](mailto:StanTomchesson@versalift.com)



Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above.  
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CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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**AGENDA ITEM TITLE:** APPROVE THE PURCHASE OF A FLUSHING TRAILER AND PUSH CAMERA IN THE AMOUNT OF \$121,458.00 USING SOURCEWELL CONTRACT

**RECOMMENDATION:** Approve purchase from CMI Equipment Sales, Inc. in the amount of \$121,458.00 for a flushing trailer and push camera.

**INFORMATION:** CMI Equipment Sales, Inc., using Sourcewell contract RFP# 101221, supplies Vac-Con flushing trailers and Rigid SeeSnake push cameras to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a flushing trailer and push camera, for the amount of \$121,458.00. This equipment will be used to flush storm drains throughout the city.

**CERTIFICATION:** The Chief Financial Officer certifies that \$121,458 is budgeted and unencumbered in Street-Maintenance - Machinery, Equipment And Auto.



**CMI Equipment Sales, Inc.**

**P.O. Box 1528**

**Goodlettsville, TN 37070**

**www.cmiequip.com 615-227-7800**

## QUOTE - DO NOT PAY

Quote: 01-4456

Date: 6/13/2023

PO:

CustId: C/ COLUMBIA

Cust Email: invoices@columbiatn.com

Phone: (931) 560-1500

Salesperson: NickC

User: Admin

**Bill To:**

City of Columbia  
110 Santa Fe Pike  
Columbia, TN 38401

**Ship To:**

City of Columbia

Sourcewell Contract: 101221-VAC

Unit in stock subject to prior sale

| Item          | Type | Description                                                          | Qty    | Tax | Price        | Discount      | Net Price           |
|---------------|------|----------------------------------------------------------------------|--------|-----|--------------|---------------|---------------------|
| VJ750         | QU   | <b>Vac-Con VJ750</b>                                                 | 1.0000 |     | \$106,458.00 |               |                     |
|               |      | VAC - Trailer Jetter                                                 |        |     |              |               |                     |
|               |      | : 7 pin connector, LED trailer lights                                |        |     |              |               |                     |
|               |      | : Electric brakes w/ safety break away switch                        |        |     |              |               |                     |
|               |      | : Tiger tail hose protector w/cleat tie off                          |        |     |              |               |                     |
|               |      | : (1) Cleaning nozzle & (1) penetrator nozzle                        |        |     |              |               |                     |
|               |      | : (1) finned nozzle extension                                        |        |     |              |               |                     |
|               |      | : (1) Strobe, (1) LED work light, Auxiliary 12 volt plug in          |        |     |              |               |                     |
|               |      | : Wireless Remote                                                    |        |     |              |               |                     |
|               |      | : 50' of 3/8" auxiliary hose reel, reel & wash down gun              |        |     |              |               |                     |
|               |      | : Upgrade Leader hose, 1/2" x 20" long                               |        |     |              |               |                     |
|               |      | : LED work light package: (2) additional LED lights - rear mounted   |        |     |              |               |                     |
|               |      | : Low water level light on control panel                             |        |     |              |               |                     |
|               |      | : Fender mounted tool box 72" - black powder coated - steel          |        |     |              |               |                     |
|               |      | : Hose footage counter - reel mounted                                |        |     |              |               |                     |
|               |      | : (2) 375 Gallon tanks on tandem axle                                |        |     |              |               |                     |
|               |      | : Heavy Duty 2" x 4" tubular steel welded trailer                    |        |     |              |               |                     |
|               |      | : Rotating hose reel w/500' sewer hose & leader hose 10'             |        |     |              |               |                     |
|               |      | : 3/4" Hose, 40 GPM @ 2000 PSI Giant Pump                            |        |     |              |               |                     |
|               |      | : 74 HP Kubota Diesel Tier 4                                         |        |     |              |               |                     |
|               |      | : Reel-Hydraulic feed & retract w/manual rotate, HD sewer hose guide |        |     |              |               |                     |
|               |      | : Free reel spin for manual sewer hose retrieval                     |        |     |              |               |                     |
|               |      | : Weather proof electric control panel, engine emergency stop        |        |     |              |               |                     |
|               |      | : Manually operated clutch for water pump engagement                 |        |     |              |               |                     |
|               |      | : Heavy duty pressure unloader & adjustable water flow rate valve    |        |     |              |               |                     |
|               |      | : In-line filter before water pump                                   |        |     |              |               |                     |
|               |      | : Cold weather re-circulation & air purge system for winterization   |        |     |              |               |                     |
|               |      | : Water tank fill level sight gauge                                  |        |     |              |               |                     |
|               |      | : Fill pipe, hose rack and 25' fire hydrant hose                     |        |     |              |               |                     |
|               |      | : 16 Gallon Fuel tank, 2-5/16" ball hitch, 7000# GVWR axle           |        |     |              |               |                     |
|               |      | <b>Total VJ750</b>                                                   |        |     |              |               | \$106,458.00        |
| SeeSnake 200' | QU   | <b>Rigid SeeSnake 200'</b>                                           | 1.0000 |     | \$15,000.00  |               |                     |
|               |      | RG - Camera, SeeSnake 200' with CS6x Monitor                         |        |     |              |               |                     |
|               |      | <b>Total SeeSnake 200'</b>                                           |        |     |              |               | \$15,000.00         |
|               |      |                                                                      |        |     |              | <b>Total:</b> | <b>\$121,458.00</b> |



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**P.O. Box 1528**  
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Phone:      (931) 560-1500  
Salesperson:      NickC  
User:      Admin

Bill To:

City of Columbia  
110 Santa Fe Pike  
Columbia, TN 38401

Ship To:

City of Columbia

|        |                |              |
|--------|----------------|--------------|
| Totals |                |              |
|        | Sub Total:     | \$121,458.00 |
|        | Total Tax:     | \$0.00       |
|        | Invoice Total: | \$121,458.00 |

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.



#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names



of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.



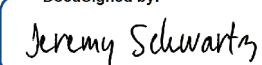
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Vac-Con, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/23/2021 | 8:51 PM CST

DocuSigned by:  
  
By: C65CBA257A53411...  
M.J. DuBois, President, DuCo, LLC  
Title: Authorized Contract Administrator  
Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/24/2021 | 6:46 PM CST

# RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

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## Vendor Details

|               |                                                      |
|---------------|------------------------------------------------------|
| Company Name: | DuCo, LLC                                            |
| Address:      | 1079 Tamiami Trl N<br>#350<br>Nokomis, Florida 34275 |
| Contact:      | MJ DUBOIS                                            |
| Email:        | mjdubois@ducollc.com                                 |
| Phone:        | 410-924-1004                                         |
| Fax:          | 410-924-1004                                         |
| HST#:         | 81-1963530                                           |

## Submission Details

|                         |                                      |
|-------------------------|--------------------------------------|
| Created On:             | Thursday August 26, 2021 08:52:11    |
| Submitted On:           | Friday October 01, 2021 11:10:04     |
| Submitted By:           | MJ DUBOIS                            |
| Email:                  | mjdubois@ducollc.com                 |
| Transaction #:          | 0b410897-713e-434f-9209-2bd4698d22a6 |
| Submitter's IP Address: | 24.145.112.96                        |

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                           |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                                | Vac-Con, Inc.<br>EIN: 36-3846929                                                                                                                                                     | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | Vector Technologies LTD                                                                                                                                                              | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | N/A                                                                                                                                                                                  | * |
| 4         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 969 Hall Park Road<br>Green Cove Springs, FL 32043                                                                                                                                   | * |
| 5         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | www.vac-con.com                                                                                                                                                                      | * |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter<br>DuCo, LLC<br>1079 Tamiami Trl #350<br>Nokomis, FL 34275<br>410-924-1004<br>mjdubois@ducolc.com | * |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | M.J. DuBois, Authorized Contract Administrator<br>DuCo, LLC<br>1079 Tamiami Trl #350<br>Nokomis, FL 34275<br>410-924-1004<br>mjdubois@ducolc.com                                     | * |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Bryce Reiger, National Sales Manager<br>Vac-Con, Inc.<br>969 Hall Park Road<br>Green Cove Springs, FL 32043<br>904-610-6492<br>brycer@vac-con.com                                    |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|    |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 9  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                 | <p>Since 1986, Vac-Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning , hydro-excavation, and industrial vacuum equipment in North America.</p> <p>Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications.</p> <p>In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum &amp; sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications.</p> <p>The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted.</p> <p>Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide.</p> <p>In keeping with their customer-centric philosophy, Vac-Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers.</p> <p>Vac-Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing.</p> <p>Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac-Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement.</p> <p><b>Mission Statement</b><br/>"Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide."</p> <p><b>Vision Statement</b><br/>"Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment.<br/>We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users.<br/>Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment."</p> | * |
| 10 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                       | As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 12 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 13 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                         | Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 years with the Vac-Con product line.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                               | Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network. |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1<br>Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1<br>Wisconsin Motor Vehicle Dealer License MV2131           |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Neither Vac-Con nor Vector has ever received a suspension or disbarment.                                                                                                                                                                     |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award<br><br>Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida<br><br>National Association of Trailer Manufacturers - Vector manufactured units are NATM certified.<br><br>National Truck Equipment Association - Most Valuable Partner Award for 5+ years. |
| 19        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.                                                                                                                                                                                                                                                                                                                                      |
| 20        | What percentage of your sales are to the education sector in the past three years                                                                                              | Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.                                                                                                                                                                                                                                                 |
| 21        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | HGAC Contract total sales for the last three years is \$4.1 million.<br>Ohio STS Contract total sales for the last three years is \$1.8 million.<br>Texas Buyboard Contract total sales for the last year held is \$400K (only held this year)<br>Florida Sheriff's Contract total sales for the last year held is \$200K (only held this year)                                                                                                                                                                                   |
| 22        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                                                 | Contact Name *                                                                | Phone Number *                              |
|---------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|
| City of Lodi<br>1331 South Ham Lane<br>Lodi, California       | Andrew Richle<br>Utilities Superintendent<br>See attached Testimonial         | 209-269-4927<br>arichle@lodi.gov            |
| Delaware DOT<br>P.O. Box 698<br>Dover, DE 19903               | Lawrence Hardy<br>See attached Testimonial                                    | 302-760-2505<br>lawrence.hardy@delaware.gov |
| Village of Tarrytown<br>4 Division St.<br>Tarrytown, NY 10591 | Louis Martirano<br>Superintendent Of Public Works<br>See attached Testimonial | 914-862-1819<br>dpw@tearrytowngov.com       |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                    | Entity Type * | State / Province * | Scope of Work *                 | Size of Transactions * | Dollar Volume Past Three Years * |   |
|--------------------------------|---------------|--------------------|---------------------------------|------------------------|----------------------------------|---|
| Sacramento Area Sewer District | Government    | California - CA    | Sewer Utility Equipment         | 10 units               | \$3,400,000.00                   | * |
| City of San Francisco          | Government    | California - CA    | Water & Sewer Utility Equipment | 6 units                | \$2,800,000.00                   | * |
| Miami-Dade County              | Government    | Florida - FL       | Water & Sewer Utility Equipment | 7 units                | \$2,900,000.00                   | * |
| City of Phoenix                | Government    | Arizona - AZ       | Sewer Utility Equipment         | 11 units               | \$2,600,000.00                   | * |
| City of Sacramento             | Government    | California - CA    | Sewer Equipment                 | 9 units                | \$3,860,000.00                   | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 25        | Sales force.                                                                                                                                          | <p>Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers.</p> <p>Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc.</p> <p>Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>Vac-Con's internal sales team consists of:<br/>National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist.<br/>Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist</p> | * |
| 26        | Dealer network or other distribution methods.                                                                                                         | <p>Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>See attached detailed Dealer Network Map and Dealer Location Chart</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 27        | Service force.                                                                                                                                        | <p>Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America.</p> <p>The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers.</p> <p>Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts.</p> <p>See the attached dealer listing with the amount of direct service techs at each location.</p>                                                                                              | * |
| 28        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con.</p> <p>Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.</p> <p>In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.</p> <p>MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.</p>                                                                                                                             | * |

|    |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | <p>Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs.</p> <p>Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours.</p> <p>Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.</p> | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | <p>A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets.</p> <p>As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.</p>                                                                                                  | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | <p>Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market.</p> <p>Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.</p>                                                                                                     | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.                                                                                                                                                                                                                                                                                                                                                                                                                      | * |

**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.</p> <p>Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page.</p> <p>Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 36        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers.</p> <p>The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, LinkedIn, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their LinkedIn program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. LinkedIn offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner.</p> <p>Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach.</p> <p>Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.</p> |
| 37        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years.</p> <p>Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.</p> <p>Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."</p>                                                                                                                                                                                                                                                                                                                                                                        |
| 38        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Table 8: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience.</p> <p>In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.</p> |



|    |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 40 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                      | <p>Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power.</p> <p>Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency.</p> <p>Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components.</p> <p>ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.</p>                                                                                                                                                                                                                                                                  | * |
| 41 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | <p>Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company.</p> <p>Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator.</p> <p>Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world.</p> <p>The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines.</p> <p>The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 42 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>John Deere performance certification 1/19/2018 see attached</p> <p>John Deere performance certification 11/4/2016 see attached</p> <p>TigerFlex hose manufacturing Certification SAE J516 Standards</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 43 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.</p> <p>Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.</p> <p>Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices.</p> <p>Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 44 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                    | <p>As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned.</p> <p>Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure.</p> <p>Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system.</p> <p>Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer's needs best.</p> <p>Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.</p> | * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 45        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | <p>Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks.</p> <p>These warranties cover all products, parts and labor for maternal defect and workmanship.</p> <p>Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 46        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 47        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 48        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories.</p> <p>Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.</p>                                                                                                                                                                                                                                 | * |
| 49        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | <p>Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines.</p> <p>Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 50        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | Because each unit is built to order, there is no set exchange or return policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 51        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | <p>Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users.</p> <p>Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.</p> | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52        | Describe any performance standards or guarantees that apply to your services                             | <p>Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual.</p> <p>All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions.</p> <p>Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.</p> |
| 53        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>One-Touch Customer Support backs Every Vac-Con®</p> <p>Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over \$5 million in parts inventory, and 24-hour parts shipment turnaround.</p> <p>Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.</p>                                                                                                                                                                                                                                                                                                                                        |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 54        | Describe your payment terms and accepted payment methods?                                                                                                                                                                                                                | Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.                                                                                                                                                                                                                                                                                                                                                                                                    |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | <p>Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest.</p> <p>Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.</p>                                                                                                                |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.                                                                                                                                                                                                                                                                                                                                                                                               |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                               | <p>Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process.</p> <p>Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.</p> |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit.</p> <p>Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |
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| 59 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                | <p>Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices.</p> <p>Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers.</p> <p>Vac-Con is offering an 5% accessory part discount. To qualify for this discount:<br/>1) The Member is only buying Accessories parts and not an entire unit,<br/>2) The Member Purchase Order must be in excess of \$15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units.</p> <p>Vac-Con does not offer any rebate programs at this time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 61 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                          | It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit.</p> <p>Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax.</p> <p>Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.</p> | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                      | <p>All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used. The actual cost of the service will be passed through to the customer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |

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| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.<br>If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery. | * |
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                           | As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments                                                                                                                                  |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 66        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.</p> <p>As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p> | * |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | <p>Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives.</p> <p>Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract.</p> <p>Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes.</p> <p>Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.</p>    | * |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * |
|-----------|----------|------------|
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| 70 | <p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p> | <p><b>Vac-Con Combination Jet/Vac Machines</b></p> <p>Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented.</p> <p>Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a “Green Initiative” primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features.</p> <p>Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint.</p> <p>Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments.</p> <p><b>Vac-Con Jet ONLY Machines</b></p> <p>VJ375 – a single axle trailer-mounted unit with 375 gallons of water</p> <p>VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water</p> <p>VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water</p> <p>Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning.</p> <p><b>Vac-Con Hydro-Excavation Machines</b></p> <p>Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment.</p> <p>Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration.</p> <p>Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration.</p> <p>Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine.</p> <p>Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation.</p> <p><b>Vector Industrial Vacuum units</b></p> <p>Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units.</p> <p><b>Vacuum Pumper units</b></p> <p>Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment.</p> <p><b>Refurbishment Packages</b></p> <p>Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida</p> <p>Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response.</p> <p>Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.</p> |
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| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment.<br><br>The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories. | * |
|----|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                                                                               | Offered *                                                        | Comments                                                                                                                                              |   |
|-----------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 72        | Sewer vacuums or combination sewer cleaners                                                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.                                   | * |
| 73        | Hydro or air excavation equipment                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator. | * |
| 74        | Jetters and rodders                                                                            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.                                                | * |
| 75        | Dewatering, mud, trash, and centrifugal pumps                                                  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | These items are offered within this response.                                                                                                         | * |
| 76        | Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Models offered in this category: Vac Pumper                                                                                                           | * |
| 77        | Accessories, supplies and replacement or wear parts related to the offerings above.            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | All of these items are offered within this response with a 5% discount.                                                                               |   |

Table 15: Industry Specific Questions

| Line Item | Question                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 78        | Describe any product or equipment features that improve operator safety.                      | <p>Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner.</p> <ul style="list-style-type: none"><li>- Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole</li><li>- Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects.</li><li>- Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects.</li><li>- Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency</li><li>- Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings</li><li>- Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over</li></ul> <p>The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic.</p> <p>The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.</p> |
| 79        | Describe any product or equipment innovations that increase uptime and operator productivity. | <p>The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency.</p> <p>The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build.</p> <p>The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion.</p> <p>ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners. With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.</p>                                                                                            |

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |

Documents

Ensure your submission document(s) conforms to the following:



1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - VacCon Sourcewell Pricelist 9\_30\_2021.zip - Monday September 27, 2021 14:14:14
  - [Financial Strength and Stability](#) - Financial Strength and Authorization Letter.zip - Monday September 27, 2021 14:14:25
  - [Marketing Plan/Samples](#) - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
  - [Upload Additional Document](#) - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuCo, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                                                | I have reviewed the below addendum and attachments (if applicable) | Pages |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221<br>Thu September 30 2021 03:29 PM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221<br>Fri September 10 2021 02:40 PM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221<br>Thu August 26 2021 05:40 PM    | <input checked="" type="checkbox"/>                                | 1     |



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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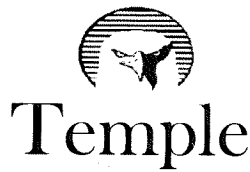
**AGENDA ITEM TITLE:** APPROVE THE SOLE SOURCE PURCHASE OF FOUR (4) EIGHT-PHASE TRAFFIC CABINETS IN THE AMOUNT OF \$74,924 FROM TEMPLE, INC.

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$75,924.00 for four (4) eight-phase base mounted traffic cabinets.

**INFORMATION:** The Public Works Traffic division will install four (4) eight-phase base mounted cabinets on Nashville Highway at 7<sup>th</sup> Avenue, 845 Nashville Highway, Burt Drive and Carters Creek Pike. These cabinets will replace outdated cabinets currently in place at these locations.

**CERTIFICATION:** The Chief Financial Officer certifies that \$74,924 is budgeted and unencumbered in Street-Traffic Control - Machinery/Auto.

**Temple, Inc.**  
P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578



*Serving the South Since 1954!*

Letting Name: Columbia, TN

Quote Date: 6/14/2023

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

| Item #    | Description                        | Qty | Unit         | Amount             |
|-----------|------------------------------------|-----|--------------|--------------------|
|           |                                    |     |              |                    |
| 730-15.32 | Cabinet (Eight Phase Base Mounted) | 4   | \$15,160.00  | \$60,640.00        |
| 730-16.02 | Eight Phase Actuated Controller    | 4   | \$3,571.00   | \$14,284.00        |
|           |                                    |     | <b>Total</b> | <b>\$74,924.00</b> |

**Notes:**

- 1) Cabinet price includes AI 500-086 FMU/TIMM GPS unit.
- 2) Delivery 20-30 weeks ARO.
- 3) Terms: Net 30 Days.
- 4) Cabinet is a 332 cabinet with plug-ins as required
- 5) Unit prices shall prevail if quantities change.
- 6) Controller is an Eagle 2070 with SEPAC software



June 22, 2023

**City of Columbia, TN**  
**Attn: Tim**

**RE: Applied Information**  
**Sole Source Provider and Manufacturer**

Dear Tim:

This letter confirms that Temple, Inc. is the supplier for AI products for Columbia, TN and Temple is the only authorized manufacturer, distributor, and provider of AI products.

There are no other agents or dealers that are authorized to represent or sell this product or product assemblies in the state of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina or Tennessee.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Tim Olinger  
TN Sales



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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**AGENDA ITEM TITLE:** APPROVE THE SOLE SOURCE PURCHASE OF SOFTWARE, LICENSE AND SERVICE PLAN FOR COMPUTERIZED TRAFFIC CONTROLLERS IN THE AMOUNT OF \$99,750.00 FROM TEMPLE, INC.

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$99,750.00 for software, service plan and licenses for computerized traffic controllers.

**INFORMATION:** The Public Works Traffic division will upgrade its Tactic software to more efficiently diagnose and control signal issues. These ongoing signal upgrades were discussed during strategic planning. This software will support computerized traffic controllers for all intersections within the City of Columbia.

**CERTIFICATION:** The Chief Financial Officer certifies that \$99,750 is budgeted and unencumbered in State Street Aid Fund - Software Maintenance.

**Temple, Inc.**

P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578



*Serving the South Since 1954!*

**City of Columbia, TN**  
Attn: Tim

|                      |
|----------------------|
| DATE                 |
| June 15, 2023        |
| NET 30               |
| DELIVERY             |
| 4 to 6 Weeks, A.R.O. |
| SALESMAN             |
| Tim Olinger          |

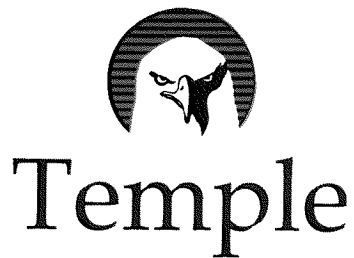
**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

| Quantity                                                                                                                                                                  | Description                                                                                                                                                                                                                                                                     | Price        | Amount       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1                                                                                                                                                                         | <b><u>TACTICS 60 to include:</u></b><br>Support for 60 Intersections<br>3 User Licenses<br>Temple Technical Assistance                                                                                                                                                          | \$ 83,250.00 | \$ 83,250.00 |
| 3                                                                                                                                                                         | <b><u>360 Service Plan (Yearly)</u></b><br>Upgrades to Newest Version<br>Complete Care of The Traffic System<br>Trouble Shooting Assistance<br>Budget Predictability<br>Guarantees the Latest Features and Functionalities<br>Ensures Compatibility w/ The Latest SEPAC Version | \$ 16,500.00 | \$ 16,500.00 |
| Total:                                                                                                                                                                    |                                                                                                                                                                                                                                                                                 |              | \$ 99,750.00 |
| <b>NOTE:</b><br><i>Tax will be added if applicable.</i><br><i>Freight not included unless noted on quote.</i><br><i>A 4% fee will be added to all credit card orders.</i> |                                                                                                                                                                                                                                                                                 |              |              |

Quote Valid For 30 Days.

SALESPERSON Tim Olinger





June 15, 2023

**City of Columbia, TN**  
**Attn: Tim**

**RE: Yunex Traffic/Tactics**  
**Sole Source Provider and Manufacturer**

Dear Tim:

This letter confirms that Temple, Inc. is the supplier for Yunex Traffic/Tactics products for Columbia, TN and Temple is the only authorized manufacturer, distributor, and provider of Yunex Traffic/Tactics products.

There are no other agents or dealers that are authorized to represent or sell this product or product assemblies in the state of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina or Tennessee.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Tim Olinger  
TN Sales

**Temple, Inc.**

P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578

**Temple***Serving the South Since 1954!***Bill To:**

City of Columbia, TN  
110 Santa Fe Pike  
Columbia TN 38401-2332

**Ship To:**

City of Columbia, TN  
110 Santa Fe Pike  
Columbia TN 38401-2332

**DATE****June 14, 2023****TERMS****NET 30****DELIVERY****10 to 15 Weeks, A.R.O.****SALESMAN****Tim Olinger****Attn: Tim**

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

| Quantity | Description                  | Price      | Amount      |
|----------|------------------------------|------------|-------------|
| 20       | AAD15753P001 CPU Linux Board | \$1,974.00 | \$39,480.00 |
| 20       | AAD16483-001 2E+IO Boards    | \$802.00   | \$16,040.00 |
| 1        | Freight                      | \$50.00    | \$50.00     |
| TOTAL    |                              | \$         | 55,570.00   |

**Note:**  
A 4% fee will be added to all credit card orders.  
Tax will be added if applicable.  
Freight not included unless noted on quote.  
Please submit purchase orders to: [Orders@temple-inc.com](mailto:Orders@temple-inc.com)

Quote Valid For 90 Days.SALESMAN Tim Olinger



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

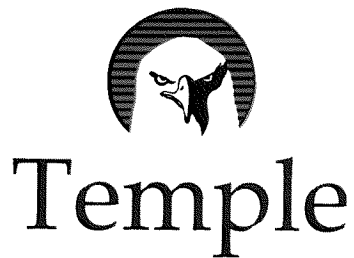
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**AGENDA ITEM TITLE:** APPROVE THE SOLE SOURCE PURCHASE OF LINUX CPU BOARDS IN THE AMOUNT OF \$55,570 FROM TEMPLE, INC.

**RECOMMENDATION:** Approve sole source purchase from Temple, Inc. in the amount of \$55,570 for Linux CPU boards to upgrade controllers in traffic cabinets.

**INFORMATION:** The Public Works Traffic division will upgrade controllers in traffic cabinets to more efficiently diagnose and control signal issues. These ongoing signal upgrades were discussed during strategic planning. This software will support computerized traffic controllers for all intersections within the City of Columbia.

**CERTIFICATION:** The Chief Financial Officer certifies that \$55,570 is budgeted and unencumbered in State Street Aid - Machinery/Auto.



June 15, 2023

**City of Columbia, TN**  
**Attn: Tim**

**RE: Yunex Traffic/Tactics**  
**Sole Source Provider and Manufacturer**

Dear Tim:

This letter confirms that Temple, Inc. is the supplier for Yunex Traffic/Tactics products for Columbia, TN and Temple is the only authorized manufacturer, distributor, and provider of Yunex Traffic/Tactics products.

There are no other agents or dealers that are authorized to represent or sell this product or product assemblies in the state of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina or Tennessee.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Tim Olinger  
TN Sales



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

---

**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Sr. Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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**AGENDA ITEM TITLE:** APPROVE THE PURCHASE OF A SNOW PLOW AND SALT SPREADER ASSEMBLY IN THE AMOUNT OF \$63,773 USING SOURCEWELL CONTRACT

**RECOMMENDATION:** Approve PURCHASE FROM Viking Cives Midwest in the amount of \$63,773.00 for a snow plow and salt spreader assembly for an existing tandem axle dump truck.

**INFORMATION:** Viking Cives Midwest, using Sourcewell Contract # 080818-VCM, supplies snow plows and salt spreaders to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a snow plow and salt spreader for the amount of \$63,773. This equipment was originally budgeted at \$55,273 in the FY 22/23 budget year, and approved by the City Council on October 13, 2022. Due to inflation and the rising cost of supplies, the price has increased to \$63,773.

**CERTIFICATION:** The Chief Financial Officer certifies that \$63,773 will be presented to be reappropriated in August in Appropriation Amendment No. 1.



## City of Columbia Public Works

To whom it may concern,

Due to unforeseen circumstances brought on by today's economic uncertainty, Viking Cives Midwest humbly asks for a price increase of \$8,500 for sales order 520335.

It's important to note that this is not a typical request for Viking Cives. Since you received our quote in September of 2022, we have seen increased costs in steel, stainless steel, hydraulics, and many other outsourced items your custom snow and ice equipment upfit package requires.

Although we understand this is not ideal, we deeply appreciate the opportunity for this request and hope to still deliver an outstanding product the City of Columbia can be proud of.

Sincerely,

Jordan Estep  
Sales Manager  
Viking Cives Midwest

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**

Company Name: Cives Corporation DBA Viking-Cives Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception                   | Sourcewell ACCEPTS |
|--------------|-----------------------------------|-----------------------------|--------------------|
|              |                                   | No exceptions are requested |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |
|              |                                   |                             |                    |

Proposer's Signature: \_\_\_\_\_

Date: August 2<sup>nd</sup> 2018

**Sourcewell's clarification on exceptions listed above:**



Contract Award  
RFP #080818



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Viking-Cives

Date: August 2<sup>nd</sup> 2018

Company Address: PO BOX 295

City: Morley

State: MO

Zip: 63767

CAGE Code/DUNS: 04-654-5398

Contact Person: Kevin Newson

Title: Western States Sales Manager

Authorized Signature: \_\_\_\_\_

Stephen H. Rider

(Name printed or typed)



**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

78144D620E684E3...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coquette*

3F75ED2BA647446...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** Viking-Cives Midwest

**Authorized Signatory's Title** General Manager

*Stephen H. Rider*

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_  
Cives Corporation  
DBA Viking-Cives

Address: Mail: PO Box 295

City/State/Zip: Morley, MO 63767

Telephone Number: 573-262-3545

E-mail Address: s rider@cives.com

Authorized Signature: Stephen H. Rider

Authorized Name (printed): Stephen H. Rider

Title: Vice President & General Manager

Date: August 2<sup>nd</sup> 2018

**Notarized**

Subscribed and sworn to before me this 2<sup>nd</sup> day of August, 20 18

Notary Public in and for the County of Scott State of Mo

My commission expires: May 23, 2021

Signature: Mary Lou Dell





## **Form P**

### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Cives Corporation DBA Viking-Cives

Questionnaire completed by: Kevin Newson

#### **Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

**Payment terms are net 30.**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

**We do not offer leasing or financing for our products. We have worked with other Sourcewell contract holders in the past to present members these options when requested.**

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

**All orders are entered in our system by our sales staff using a unique item number to identify the contract used. At the end of each quarter usage reports are run showing open orders and invoiced items. Any order that has been invoiced within the quarter is reported in an excel document and submitted electronically.**

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

**We do accept P-card's and there is no additional charge.**

#### **Warranty**

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

**Please see attached warranty card.**

- Do your warranties cover all products, parts, and labor? **Yes.**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **No.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Warranty work is to be performed at one of our facilities when possible.**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? **We are able to handle warranty repairs in all regions of the United States.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **We provide warranty**

service for the other manufacturers with the exception of a Chassis. Truck Chassis will be handled by a local dealership for that make.

- What are your proposed exchange and return programs and policies? **We provide exchange and returns on incorrect parts at no charge provided the item is not damaged. Electronic items are not returnable if opened.**

6) Describe any service contract options for the items included in your proposal.

**Options for service and operator familiarization will be available in our Price and Product list. Options are available for the equipment and chassis.**

#### **Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

**We are offering Parts, Service, Training, Equipment, Open market and Sourced goods, Turn Key units, and Chassis, for Snow and Ice control along with wear items and related Roadway Maintenance equipment.**

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

**Our pricing model is category based with a MSRP and discounted price shown. Items being offered through Sourcewell will have a 25% off MSRP discount.**

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

**Pricing is set at a 25% discount off MSRP.**

10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

**Large purchases may qualify for an additional discount off MSRP.**

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

**Open market and sourced goods will be quoted on each request with a variable markup not to exceed 25%.**

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.



**Any future imposed government mandated charges including tariffs are not included in our proposal. Currently our pricing is all inclusive but in the future we may need to show a line item for these potential charges.**

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

**All items will be FOB one of our facilities across the U.S. or Canada. Delivery and shipping will be shown as a line item charge on the quote's and orders.**

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

**Offshore delivery and shipping charges will be shown as a line item for delivery to the customer selected port. Transportation from landing port costs may be paid for by us and added to the sales order if requested. Products in Canada will follow our standard FOB one of the Canadian locations with delivery and shipping shown as a line item charge.**

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**Products will be shipped by truck.**

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

**All Price and Product lists are entered into our quoting system to ensure customers receive the correct price. Our cooperative contract manager sorts through the usage reports each quarter and also reviews the previous quarter at that time to check for discrepancies prior to reporting. Twice a year an 18 month report is also checked to ensure all sales have been reported. Quarterly reports will be sent in within 30 days of quarter end. At that time we will mail a check for the administrative fee along with a printed copy of the submitted report.**

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**We are proposing a 1% administrative fee on all items offered with the exception of Chassis'. Truck chassis' are proposed at a flat rate of \$700 per unit in addition to the 1% for all equipment added to it.**

#### **Industry-Specific Questions**

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

**Our industry dedicated parts departments and direct to end user strategy allow us to react and ship faster. This eliminates the additional cost and delay caused by non-stocking equipment dealers. As the manufacture for our products we are able to quickly make the parts if they are not in stock.**

- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

**We pride ourselves in offering products manufactured with corrosion resistant steel. This has a minimal price difference upfront and adds years to the life of the equipment. In**

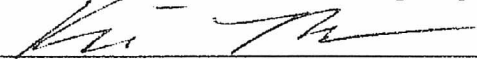
addition to that we have recently added a dedicated Stainless Steel manufacturing facility to limit any potential contamination to the stainless steel. We have added value by continuing to use the highest quality high tensile steel products for added product life.

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

**All products are installed to meet the requirements needed for a completed vehicle with documented compliance. Those include Federal motor vehicle standards that cover lighting, mud flaps, and collision protection.**

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

**Attached is documentation about the longevity of corrosion resistant steel products.**

Signature:  Date: August 2<sup>nd</sup> 2018



**Mail To:**  
 PO Box 295  
 Morley, MO 63767  
 Phone: 573-262-3545  
 Fax: 573-262-3369

**Ship To:**  
 22956 Hwy 61  
 Oran, MO 63771

# Sales Order

| Sales Order # | Order Date      |
|---------------|-----------------|
| <b>520335</b> | <b>06/22/23</b> |

| Customer                                                                         |
|----------------------------------------------------------------------------------|
| CITY OF COLUMBIA<br>***EMAIL INVOICES***<br>700 N GARDEN ST<br>COLUMBIA TN 38401 |

| Ship To                                                       |
|---------------------------------------------------------------|
| CITY OF COLUMBIA<br>110 SANTA FE PARKWAY<br>COLUMBIA TN 38401 |

| Customer PO | Terms  | Sales Rep | Promise Date | Ship Via | FOB | VIN      | Class                               |
|-------------|--------|-----------|--------------|----------|-----|----------|-------------------------------------|
| PO-25867    | NET 30 | JORD      | 06/22/2023   |          |     | LH100678 | TENNESSEE:8005 Misc Sales & Repairs |

| Item       | Description                                                                                                                  | Ordered | UOM | Price Per | Total Price |
|------------|------------------------------------------------------------------------------------------------------------------------------|---------|-----|-----------|-------------|
| SOURCEWELL | Sourcewell Contract # 080818-VCM<br>Customer member # (25720)<br>Item sold (SW-SP0110, SW-CE0100, SW-SR0215, NJ2400, NJ2500) | 1.00    | EA  | 0.00      | 0.00        |
| SALES      | Viking MW30R12 plow and hitch assembly (individual items listed below)                                                       | 1.00    | EA  | 12,530.00 | 12,530.00   |
| S7312      | MoDOT swivel for MW plow w/ drop bars and hardware                                                                           | 1.00    | EA  | 0.00      | 0.00        |
| S7020-1    | MoDOT bumper hitch with bolt on 12" channel bumper ends (no lift cylinder w/ this)                                           | 1.00    | EA  | 0.00      | 0.00        |
| S7070      | 3" x 10" DA lift cylinder                                                                                                    | 1.00    | EA  | 0.00      | 0.00        |
| S7248      | MW30R12 Moldboard Assembly                                                                                                   | 1.00    | EA  | 0.00      | 0.00        |
| S7212      | MW LW Pushframe Assy w/ 2MKIT-4 Hose Kit                                                                                     | 1.00    | EA  | 0.00      | 0.00        |
| S7208      | MW LW COMPRESSION SPRING ARMS x3                                                                                             | 1.00    | EA  | 0.00      | 0.00        |
| S7344      | MW two chain lift                                                                                                            | 1.00    | EA  | 0.00      | 0.00        |
| S7352      | 12" Rubber deflector installed on a 12' plow                                                                                 | 1.00    | EA  | 0.00      | 0.00        |
| S7355      | 36" plow markers, orange plastic                                                                                             | 1.00    | EA  | 0.00      | 0.00        |
| S7207      | Cushion valve for reverse circuit                                                                                            | 1.00    | EA  | 0.00      | 0.00        |
| S7297      | Kueper GK5 rubber cutting edge with ceramic wear inserts for 12' plow w/ hardware                                            | 1.00    | EA  | 0.00      | 0.00        |
| MSRP5193   | LED heated plow light                                                                                                        | 1.00    | EA  | 1,055.00  | 1,055.00    |
| SALES      | Force America hydraulic system, which includes:                                                                              | 1.00    | EA  | 11,527.00 | 11,527.00   |
|            | - 5100ex system                                                                                                              |         |     |           |             |
|            | - Valving for D/A hoist, D/A plow lift, D/A plow angle, auger, spinner                                                       |         |     |           |             |
|            | - Four-section box for Add-A-Stack valve                                                                                     |         |     |           |             |





**Mail To:**  
 PO Box 295  
 Morley, MO 63767  
 Phone: 573-262-3545  
 Fax: 573-262-3369

**Ship To:**  
 22956 Hwy 61  
 Oran, MO 63771

# Sales Order

| Sales Order # | Order Date      |
|---------------|-----------------|
| <b>520335</b> | <b>06/22/23</b> |

| Customer             |          |
|----------------------|----------|
| CITY OF COLUMBIA     |          |
| ***EMAIL INVOICES*** |          |
| 700 N GARDEN ST      |          |
| COLUMBIA             | TN 38401 |

| Ship To              |          |
|----------------------|----------|
| CITY OF COLUMBIA     |          |
| 110 SANTA FE PARKWAY |          |
| COLUMBIA             | TN 38401 |

| Customer PO | Terms  | Sales Rep | Promise Date | Ship Via | FOB | VIN      | Class                               |
|-------------|--------|-----------|--------------|----------|-----|----------|-------------------------------------|
| PO-25867    | NET 30 | JORD      | 06/22/2023   |          |     | LH100678 | TENNESSEE:8005 Misc Sales & Repairs |

| Item   | Description                                                                                                                                                                                                                                                                                             | Ordered | UOM | Price Per | Total Price |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|-----------|-------------|
| SALES  | Buyers 14'x63" dual auger hydraulic spreader with sloped front, which includes:<br>- Stainless steel spill shield (front)<br>- Tailgate latch bar<br>(Price includes \$8,500 plus the original price of \$25,607 for difference between Viking and Buyers spreader to fit customer's existing dump bed) | 1.00    | EA  | 34,107.00 | 34,107.00   |
| SALES  | 15' galvanized steel spreader stand                                                                                                                                                                                                                                                                     | 1.00    | EA  | 4,554.00  | 4,554.00    |
| NJ2400 | Sourced goods and open market multiplier                                                                                                                                                                                                                                                                | 1.00    | EA  | 0.00      | 0.00        |
| NJ2500 | Option to modify package with 25% off MSRP                                                                                                                                                                                                                                                              | 1.00    | EA  | 0.00      | 0.00        |

Prepared By: Lauren  
 Memo: VIN# LH100678 INTERNATIONAL HV CHASSIS  
 MW30R12 PLOW# 5-3871  
 SOURCEWELL

\*\*RETURNED SPECIAL ORDER ITEMS ARE SUBJECT TO A RESTOCKING FEE\*\*

|                    |                  |
|--------------------|------------------|
| Sub-Total          | 63,773.00        |
| Shipping:          | 0.000            |
| Taxes              | 0.00             |
| Discount/Deduction | 0.00             |
| <b>Total</b>       | <b>63,773.00</b> |



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

**APPROVE THE CHANGE ORDER NO. 4 TO THE CONTRACT WITH SESSIONS PAVING COMPANY FOR THE CONSTRUCTION OF THE WEST 7<sup>TH</sup> MULTI-MODAL STREETScape PROJECT, WHICH ADDS 61 DAYS TO THE CONTRACT TIME. WARDS 2 AND 3. DEVELOPMENT SERVICES DEPARTMENT**

**RECOMMENDATION:** Approve Change Order No. 4

**INFORMATION:** The City Council approved the contract with Sessions Paving Company on May 7, 2019 in the amount of \$6,238,803.85 for the construction of West 7<sup>th</sup> Multi-Modal Streetscape Project. The purpose of this Change Order is to add 61 contract days. 315 Contract Days were charged in Liquidated Damages at \$1,000 per day. Adding 61 Contract Days will address slowed construction progress, and schedule impacts through the full construction duration of the project. The 61 Contract Days also cover any conflicts that existed with utilities.

This Change Order has been approved by Tennessee Department of Transportation (TDOT).

**ATTACHMENTS:** Change Order No. 4



### Supplemental Agreement and/or Request for Construction Change Change Order Request #4

|                                                                                   |                                            |
|-----------------------------------------------------------------------------------|--------------------------------------------|
| Project Title/Termini: <u>Columbia West 7<sup>th</sup> Multimodal Streetscape</u> |                                            |
| Owner: <u>City of Columbia</u>                                                    | PIN: <u>121512.00</u>                      |
| Address: <u>700 North Garden Street</u>                                           | State Project No.: <u>60LPLM-F3-023</u>    |
| <u>Columbia, TN 38401</u>                                                         | Federal Project No.: <u>TAP/STP-99(52)</u> |
|                                                                                   | Contract No.: <u>150108</u>                |
| County: <u>Maury</u>                                                              |                                            |

Whereas, we Sessions Paving with Berkley Insurance Company, as a Surety, entered into a contract with City of Columbia, on May 15, 2019, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add 61 Contract Days. A review of the project from Contract Day 1 (6/3/19) through 100% Completion (3/23/22) was conducted. Contract Days were built into the project for complex utility relocation discussed with all bidding contractors prior to project Letting. A review of the full impact was warranted upon project completion. It was determined that 61 Contract Days was more than sufficient to accommodate all impacts to production / progress slowdown, and schedule impact.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 61 days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: 450days (Date: 8/25/2020)

Original Contract Amount: \$6,238,803.85

Approved Change Orders: \$35,111.75

Current Change Order: \$0.00

Pending Change Orders: \$0

Total Change Orders: \$35,111.75

Contract Completion Time with Change Orders: 701 days (Date: 7/03/2021)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Sessions Paving Contractors, and Berkley Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

**Recommended for  
Approval**

*[Handwritten signature]*

12/16/2022  
Date

Approved

By:

Engineer/CEI (Signature)

Date \_\_\_\_\_

By:

Contractor (Signature)

Date \_\_\_\_\_

By:

Surety (Signature)

Date \_\_\_\_\_

By:

Owner (Signature)

Date \_\_\_\_\_

Approved for  
Eligibility

By:

### Local Programs (Signature)

Date \_\_\_\_\_

**APPROVED**

By Simchah Edwards at 2:09 pm, Jan 09, 2023



## Theresa Buie

---

**From:** Theresa Buie  
**Sent:** Tuesday, December 20, 2022 12:34 PM  
**To:** rnhutcheson@sessionspaving.com; wdemoss@sessionspaving.com; Stacey Frisbee  
**Cc:** gharper@columbiatn.com; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell; Connie Stafford; Doreen Howard; Cathy Lewis  
**Subject:** FW: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5  
**Attachments:** 24-Columbia Progress Payment-January.pdf; 25-Columbia Progress Payment-February.pdf; 26-Columbia Progress Payment-FINAL March.pdf; 05-Change Order PIN121512.00.pdf; Email - Sessions March Deadline Request.pdf; 04-Change Order PIN121512.00.pdf

**Importance:** High

| Tracking: | Recipient                      | Delivery                       | Read                      |
|-----------|--------------------------------|--------------------------------|---------------------------|
|           | rnhutcheson@sessionspaving.com |                                |                           |
|           | wdemoss@sessionspaving.com     |                                |                           |
|           | Stacey Frisbee                 |                                |                           |
|           | gharper@columbiatn.com         |                                |                           |
|           | Scott Niesen                   | Delivered: 12/20/2022 12:36 PM | Read: 12/20/2022 1:08 PM  |
|           | Kevin Guenther                 | Delivered: 12/20/2022 12:36 PM | Read: 12/20/2022 1:50 PM  |
|           | Kenny Freer                    | Delivered: 12/20/2022 12:36 PM | Read: 12/20/2022 4:16 PM  |
|           | Ben Lawwell                    | Delivered: 12/20/2022 12:36 PM |                           |
|           | Connie Stafford                | Delivered: 12/20/2022 12:36 PM | Read: 12/20/2022 12:53 PM |
|           | Doreen Howard                  | Delivered: 12/20/2022 12:36 PM |                           |
|           | Cathy Lewis                    | Delivered: 12/20/2022 12:36 PM | Read: 12/21/2022 11:06 AM |

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5**

Mr. Hutcheson,

Attached you find the final progress payments and final change orders for the above referenced project (see details listed below in this email chain). Concurrence via this email is necessary and requested to move forward with Contract Finalization without potential impact to 80% FHWA Funding reimbursement of Final Payment. RaganSmith will submit Change Order No. 4 and Final Summary Change Order No. 5 onto TDOT LDO for their review and approval at 9:00 am central time on Thursday, December 22, 2022. We hope to include Sessions concurrence with the attached Change Orders.

We provide for a brief review time prior to our sending these documents onto TDOT LDO for their review and approval. The reason for the brief review time is due to a lack of response from Sessions Paving regarding any action towards Contract Finalization to meet the deadline that was pushed out based on the request of Sessions Paving (attached email). We will move forward to not impact the loss of 80% FHWA Funding of the Final Payment. If all required documents are not submitted timely, the City of Columbia will be subject to losing their ability to recover 80% of the Final Progress Payment. Below is the schedule provided to Sessions Paving follow the request to push the Deadline of Contract Finalization out to March 31, 2023.

- October 7, 2022: Deadline for Sessions to submit all disputed quantities and argument of LDs to RaganSmith
- October 14, 2022: RaganSmith to respond to all disputed quantities and argument of LDs to Sessions on or before
- October 21, 2022: Sessions deadline to counter respond
- October 28, 2022: City of Columbia / RaganSmith to accept or deny quantities and or hold a Teams Meeting with Sessions Paving on or before
- November 4, 2022: Final Change Orders emailed on or before this date to City and Sessions for concurrence with a deadline of November 10, 2022
- November 11, 2022: RaganSmith will email final Change Orders to TDOT LDO for review and approval
- December 12, 2022: Anticipated approval from TDOT LDO. Distribution of Final Change Orders to be executed by Sessions and Surety, and returned to the city
- January 2023: Final Change Orders added to the City's Council Meeting Agenda for February
- February 2023: Council Meeting
- March 2023: Final Payment made to Sessions Paving
- March 31, 2023: City to prepare and submit all paperwork for Final Invoice to TDOT LDO for reimbursement

Another email is forthcoming today to obtain signature on Payment Applications to Progress Payment #24 \$0.00 and Progress Payment #25 \$20,477.00 together.

Thank you,



**Theresa A Dekker-Buie**

CONTRACT SPECIALIST

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

**From:** Glenn Harper <gharper@columbiatn.com>

**Sent:** Tuesday, December 20, 2022 11:52 AM

**To:** Theresa Buie <TBuie@ragansmith.com>

**Cc:** Scott Niesen <sniesen@ragansmith.com>; Kevin Guenther <kguenther@ragansmith.com>; Kenny Freer <KFreer@ragansmith.com>; Ben Lawwell <blawwell@ragansmith.com>; Connie Stafford <CStafford@ragansmith.com>; Doreen Howard <DHoward@ragansmith.com>; Cathy Lewis <CLewis@ragansmith.com>

**Subject:** RE: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5

I concur

Thank you

**Glenn Harper, P.E.**

City Engineer

700 North Garden St.

Columbia, TN 38401

(931)560-1560





**From:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>  
**Sent:** Tuesday, December 20, 2022 11:25 AM  
**To:** Glenn Harper <[gharper@columbiatn.com](mailto:gharper@columbiatn.com)>  
**Cc:** Scott Niesen <[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>; Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Doreen Howard <[DHoward@ragansmith.com](mailto:DHoward@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>  
**Subject:** [External Email] - West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5  
**Importance:** High

**PIN:** 121512.00  
**SPN:** 60LPLM-F3-023, **FPN:** TAP/STP-99(52)  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5**

Glenn,  
Please review the attached Change Orders and provide your concurrence via this email. We will then send these onto Sessions for email concurrence.

**Change Orders:**

Change Order No. 4      Zero \$0.00      Add 61 Contract Days

Change Order No. 5      Final Summary Change Order (\$-607,655.16)

This Change Order reduces the value of the Contract to the actual full amount to be paid for 100% Complete Construction with adjustment for Liquidated Damages, Bituminous, and AC Content per Contract.

**Remaining Progress Payments:**

Progress Payment No. 24      \$0.00 This was processed within our software system to correct shown current figures.  
Progress Payment No. 25      \$20,477.00 This Progress Payment moves all Gas Main quantities paid to the Original Bid Unit Prices  
Progress Payment No. 26      \$105,694.65 Final Payment. All quantities paid in full plus money withheld from Progress Payment #23. \$55,000.00 for 55 LD's at \$1,000.00 per day (55 of 61 LD's) and \$710.00 for a tree.

Thank you,



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

**Disclaimer**

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## Theresa Buie

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**From:** Stacey Frisbee <sfrisbee@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Tuesday, December 20, 2022 12:39 PM  
**Subject:** Read: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5

### Your message

To:  
Subject: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5  
Sent: Tuesday, December 20, 2022 6:38:54 PM (UTC+00:00) Monrovia, Reykjavik

was read on Tuesday, December 20, 2022 6:38:46 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

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**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Tuesday, December 20, 2022 12:40 PM  
**Subject:** Read: FW: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5

### Your message

To:  
Subject: West 7th - Concurrence Necessary for Change Order No. 4 and Final Summary Change Order No. 5  
Sent: Tuesday, December 20, 2022 6:39:52 PM (UTC+00:00) Monrovia, Reykjavik

was read on Tuesday, December 20, 2022 6:39:43 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

---

**From:** Theresa Buie  
**Sent:** Tuesday, December 6, 2022 10:34 AM  
**To:** wdemoss@sessionspaving.com  
**Cc:** rnhutcheson@sessionspaving.com; Stacey Frisbee; gharper@columbiatn.com; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell  
**Subject:** Columbia West 7th - 61 Contract Days

**Importance:** High

| Tracking: | Recipient                      | Delivery                      | Read                     |
|-----------|--------------------------------|-------------------------------|--------------------------|
|           | wdemoss@sessionspaving.com     |                               |                          |
|           | rnhutcheson@sessionspaving.com |                               |                          |
|           | Stacey Frisbee                 |                               |                          |
|           | gharper@columbiatn.com         |                               |                          |
|           | Scott Niesen                   | Delivered: 12/6/2022 10:34 AM | Read: 12/7/2022 10:57 AM |
|           | Kevin Guenther                 | Delivered: 12/6/2022 10:34 AM | Read: 12/6/2022 11:01 AM |
|           | Kenny Freer                    | Delivered: 12/6/2022 10:34 AM | Read: 12/6/2022 11:03 AM |
|           | Ben Lawwell                    | Delivered: 12/6/2022 10:34 AM |                          |

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: 61 Contract Days**

Wayne,

Per our phone conversation, Sessions Paving has not provided sufficient evidence that supports your position to be granted 61 Contract Days. Sessions continues to remain silent in responding on any steps in closing out this project. The City of Columbia was provided an extension with TDOT LDO to Finalize this Construction Contract by submitting all outstanding documents and making final payment to Sessions. The extension provided by TDOT LDO was based on the request submitted by Sessions. RaganSmith provided a schedule of events to meet the date requested by Sessions.

Only as a means of amicably bringing the Contract to full finalization, the City of Columbia will pursue gaining approval from TDOT LDO to add 61 Contract Days. Should approval not be provided by TDOT LDO the offer is off the table. This correspondence will come with the processing of the Change Orders to finalize this Construction Contract. Should Sessions not fully concur with all Change Orders, the City of Columbia will not pursue requesting to add any additional Contract Days.

### Event Schedule:

**Thursday, December 8, 2022, DEADLINE** for Sessions to provide response to this email with intent to fully accept / concur with each Change Order when provided.

Friday, December 16, 2022, RaganSmith will provide each Change Order for review and concurrence on or before 12/16/22

|                                           |                    |                                                                   |
|-------------------------------------------|--------------------|-------------------------------------------------------------------|
| Prices                                    | Change Order No. 4 | \$20,477.00 Correcting Gas Main Pay Items to Original Bid Unit    |
| held back from the last Progress Payment) | Change Order No. 5 | 61 Contract Days (If approved will return \$55,000.00 to Sessions |
|                                           | Change Order No. 6 | Final Summary Change Order for Final Payment of all Quantities    |

Should Sessions decide not to bring this project to close, the City of Columbia will not pursue change Order No. 5. The City of Columbia points out that Sessions contractual obligation to follow proper process and procedure includes anything that could arise during construction. Sessions Paving is to provide evidence of proper notification in keeping with Standard Specifications Section(s) 104.02, 104.03, and 105.16 accordingly addressing what may now be identified as Claims against this project. The City of Columbia, in keeping with the Contract, points to Standard Specification 107.18 where no claims against them will be considered except those filed in accordance with 105.16.

Sessions Paving has until the close of business Thursday, December 8, 2022, to provide acceptance of the 61 Contract Day pursuit, or the that Change Order will drop, and two Change Orders will be processed.



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

## Theresa Buie

---

**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Tuesday, December 6, 2022 10:45 AM  
**Subject:** Read: Columbia West 7th - 61 Contract Days

Your message

To:  
Subject: Columbia West 7th - 61 Contract Days  
Sent: Tuesday, December 6, 2022 4:45:29 PM (UTC+00:00) Monrovia, Reykjavik

was read on Tuesday, December 6, 2022 4:45:22 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

---

**From:** Stacey Frisbee <sfrisbee@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Tuesday, December 6, 2022 10:46 AM  
**Subject:** Read: Columbia West 7th - 61 Contract Days

### Your message

To:  
Subject: Columbia West 7th - 61 Contract Days  
Sent: Tuesday, December 6, 2022 4:45:50 PM (UTC+00:00) Monrovia, Reykjavik

was read on Tuesday, December 6, 2022 4:45:43 PM (UTC+00:00) Monrovia, Reykjavik.





RaganSmith

# Memorandum

TO: City of Columbia  
Glenn Harper, P.E. City  
Engineer

FROM: Ben Lawwell, CEI Const. Manager

DATE: December 16, 2022

PIN: 121512.00

REFERENCE: Change Order No. 4

C: TDOT Local Programs  
Project Files

Need for Change Order:

**City of Columbia – West 7<sup>th</sup> Multimodal Streetscape:**

Change Order 4: This Change Order will add 61 Contract Days to the Contract.

Original Contract: \$6,238,803.85

|                     |                |                                          |
|---------------------|----------------|------------------------------------------|
| Change Order No. 1: | (\$-19,397.00) | Gas Main – decreased unit prices         |
| Change Order No. 2: | \$0.00         | Gas Main – Corrections to CO#1           |
| Change Order No. 3: | \$54,508.75    | Lighting Foundations & 190 Contract Days |
| Change Order No. 4: | \$0.00         | 61 Contract Days (Pending Approval)      |

This request for approval to add 61 Contract Days is in full consideration of the project construction from Contract Day 1 (6/3/2019) through 100% Completion (3/23/2022). Contract Time was stopped on 3/14/2022 in "Good Faith" for the contractor to complete the project.

Contract Days were built into the original 450 Contract Days to accommodate the complexity of utility installation and coordination. This was addressed with all potential bidding contractors prior to Project Letting. 315 Contract Days were charged in Liquidated Damages at \$1,000.00 per day. Adding 61 Contract Days more than addresses slowed construction progress, and schedule impacts through the full construction duration of the project for any conflicts that existed with utilities has been considered with the 61 Contract Days. The Contractor requested additional time due to weather impacts at the end of construction. Contract Time was pushed beyond that allowed in the contract. The weather impacts are therefore owned by the Contractor as well as the fact that other incomplete work could have been pursued during cold weather and was not.

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

## Theresa Buie

---

**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**Sent:** Tuesday, June 7, 2022 8:25 AM  
**To:** Theresa Buie  
**Cc:** Stacey Frisbee; gharper@columbiatn.com; Kevin Guenther; Kenny Freer; Ben Lawwell; Connie Stafford; Cathy Lewis  
**Subject:** Re: Columbia, Catch Basin – Additional Work for Change Order No. 4  
**Attachments:** columbia weather data.pdf; image001.png; image001.png; image002.png

Sessions Paving Company is submitting the following information related to weather days in the time frame from January 13 to March 14th, a total of 64 days. January 13 to January 31 there were 3 possible working days. February 1 to February 28 there were 15 possible working days. March 1 to March 14th there were 10 possible working days. All days that were not considered as working days the temperature was below specifications or there was precipitation. Please refer to the attachment showing where this data was obtained.

Sent from my iPad

On Jun 2, 2022, at 1:15 PM, Theresa Buie <TBuie@ragansmith.com> wrote:

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Catch Basin – Additional Work for Change Order No. 4**

Wayne – Stacey,  
This email is a follow up to the requested information below. Please provide or communicate any difficulties that Sessions may be running into.

Thank you,

### Theresa A Dekker-Buie

CONTRACT SPECIALIST

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

**From:** Theresa Buie  
**Sent:** Thursday, May 26, 2022 11:31 AM  
**To:** 'wdemoss@sessionspaving.com' <wdemoss@sessionspaving.com>; 'Stacey Frisbee' <sfrisbee@sessionspaving.com>  
**Cc:** 'gharper@columbiatn.com' <gharper@columbiatn.com>; Kevin Guenther <kguenther@ragansmith.com>; Kenny Freer <KFreer@ragansmith.com>; Ben Lawwell <blawwell@ragansmith.com>; Connie Stafford <CStafford@ragansmith.com>; Cathy Lewis <CLewis@ragansmith.com>



# Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.  
Generated on 06/06/2022

Observation Time Temperature: 0600 Observation Time Precipitation: 0600

| Year    | Month | Day | Temperature (F)                    |      | Precipitation                              |      |                              |              | Evaporation                |                      | Soil Temperature (F) |                      |             |                      |      |      |
|---------|-------|-----|------------------------------------|------|--------------------------------------------|------|------------------------------|--------------|----------------------------|----------------------|----------------------|----------------------|-------------|----------------------|------|------|
|         |       |     | 24 Hrs. Ending at Observation Time |      | 24 Hour Amounts Ending at Observation Time |      |                              | At Obs. Time | 24 Hour Wind Movement (mi) | Amount of Evap. (in) | 4 in. Depth          |                      | 8 in. Depth |                      |      |      |
|         |       |     | Max.                               | Min. | Rain, Melted Snow, Etc. (in)               | Fall | Snow, Ice Pellets, Hail (in) |              |                            |                      | Fall                 | Ground Cover (see *) | Max.        | Ground Cover (see *) | Min. | Max. |
| 2022    | 01    | 01  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 02  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 03  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 04  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 05  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 06  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 07  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 08  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 09  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 10  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 11  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 12  |                                    |      |                                            |      |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 13  | 54                                 | 22   | 28                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 14  | 50                                 | 27   | 39                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 15  | 42                                 | 33   | 34                                         | 1.42 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 16  | 36                                 | 29   | 31                                         | 1.20 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 17  | 35                                 | 24   | 24                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 18  | 49                                 | 3    | 46                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 19  | 60                                 | 26   | 26                                         | 1.59 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 20  | 26                                 | 19   | 19                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 21  | 30                                 | 13   | 14                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 22  | 34                                 | 12   | 18                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 23  | 49                                 | 17   | 24                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 24  | 57                                 | 24   | 35                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 25  | 41                                 | 19   | 19                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 26  | 43                                 | 19   | 20                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 27  | 51                                 | 18   | 34                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 28  | 41                                 | 18   | 19                                         | 0.02 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 29  | 35                                 | 15   | 28                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 30  | 35                                 | 26   | 30                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| 2022    | 01    | 31  | 53                                 | 26   | 27                                         | 0.00 |                              |              |                            |                      |                      |                      |             |                      |      |      |
| Summary |       |     | 43                                 | 21   |                                            | 4.23 | 0.0                          |              |                            |                      |                      |                      |             |                      |      |      |

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

\*s\* This data value failed one of NCDC's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

19  
3

| Year    | Month | Day | Temperature (F)                    |      | Precipitation |                                            |     |                              | Evaporation                |                      | Soil Temperature (F) |                      |      |             |                      |      |      |  |
|---------|-------|-----|------------------------------------|------|---------------|--------------------------------------------|-----|------------------------------|----------------------------|----------------------|----------------------|----------------------|------|-------------|----------------------|------|------|--|
|         |       |     | 24 Hrs. Ending at Observation Time |      | At Obs.       | 24 Hour Amounts Ending at Observation Time |     |                              | 24 Hour Wind Movement (mi) | Amount of Evap. (in) | 4 in. Depth          |                      |      | 8 in. Depth |                      |      |      |  |
|         |       |     | Max.                               | Min. |               | Rain, Melted Snow, Etc. (in)               | F   | Snow, Ice Pellets, Hail (in) |                            |                      | F                    | Ground Cover (see *) | Max. | Min.        | Ground Cover (see *) | Max. | Min. |  |
| 2022    | 02    | 01  | 64                                 | 26   | 48            | 0.06                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 02  | 50                                 | 45   | 45            | 1.50                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 03  | 50                                 | 26   | 26            | 0.05                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 04  | 28                                 | 17   | 17            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 05  | 35                                 | 17   | 19            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 06  | 49                                 | 18   | 22            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 07  | 53                                 | 22   | 29            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 08  | 57                                 | 15   | 29            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 09  | 60                                 | 29   | 29            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 10  | 60                                 | 27   | 29            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 11  | 68                                 | 29   | 44            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 12  | 68                                 | 17   | 17            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 13  | 42                                 | 16   | 19            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 14  | 50                                 | 19   | 26            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 15  | 66                                 | 25   | 46            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 16  | 68                                 | 25   | 60            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 17  | 68                                 | 25   | 28            | 0.85                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 18  | 68                                 | 22   | 22            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 19  | 68                                 | 21   | 24            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 20  | 68                                 | 21   | 44            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 21  | 68                                 | 21   | 56            | 0.46                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 22  | 68                                 | 21   | 39            | 3.14                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 23  | 69                                 | 22   | 34            | 2.18                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 24  | 49                                 | 34   | 34            | 0.42                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 25  | 34                                 | 29   | 30            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 26  | 36                                 | 29   | 35            | 0.31                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 27  | 51                                 | 27   | 27            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| 2022    | 02    | 28  | 56                                 | 26   | 30            | 0.00                                       |     |                              |                            |                      |                      |                      |      |             |                      |      |      |  |
| Summary |       |     | 56                                 | 24   |               | 8.97                                       | 0.0 |                              |                            |                      |                      |                      |      |             |                      |      |      |  |

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCDC's quality control tests.      "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "Trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

28  
25



| Year    | Month | Day | Temperature (F)                    |      | Precipitation                              |                              |   |                              | Evaporation  |                                             | Soil Temperature (F) |      |                      |      |
|---------|-------|-----|------------------------------------|------|--------------------------------------------|------------------------------|---|------------------------------|--------------|---------------------------------------------|----------------------|------|----------------------|------|
|         |       |     | 24 Hrs. Ending at Observation Time |      | 24 Hour Amounts Ending at Observation Time |                              |   |                              | At Obs. Time | 24 Hour Wind Movement (mi)                  | 4 in. Depth          |      | 8 in. Depth          |      |
|         |       |     | Max.                               | Min. | At Obs.                                    | Rain, Melted Snow, Etc. (in) | F | Snow, Ice Pellets, Hail (in) | F            | Snow, Ice Pellets, Hail, Ice on Ground (in) | Ground Cover (see *) | Max. | Ground Cover (see *) | Min. |
| 2022    | 03    | 01  | 68                                 | 28   | 38                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 02  | 75                                 | 28   | 40                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 03  | 75                                 | 35   | 42                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 04  | 79                                 | 38   | 45                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 05  | 74                                 | 40   | 64                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 06  | 78                                 | 44   | 68                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 07  | 68                                 | 36   | 36                                         | 0.64                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 08  | 63                                 | 36   | 37                                         | 0.46                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 09  | 52                                 | 37   | 38                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 10  | 60                                 | 33   | 34                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 11  | 25                                 | 25   | 26                                         | 0.18                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 12  | 32                                 | 19   | 19                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 13  | 56                                 | 19   | 31                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 14  | 65                                 | 29   | 48                                         | 0.00                         |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 15  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 16  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 17  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 18  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 19  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 20  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 21  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 22  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 23  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 24  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 25  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 26  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 27  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 28  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 29  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 30  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| 2022    | 03    | 31  |                                    |      |                                            |                              |   |                              |              |                                             |                      |      |                      |      |
| Summary |       |     | 65                                 | 32   |                                            | 1.28                         |   |                              |              |                                             |                      |      |                      |      |
|         |       |     |                                    |      |                                            | 0.0                          |   |                              |              |                                             |                      |      |                      |      |

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCDC's quality control tests. "At Obs." = Temperature at time of observation

"T" values in the Precipitation or Snow category above indicate a "Trace" value was recorded.

"A" values in the Precipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

14

10



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

**APPROVE THE CHANGE ORDER NO. 5 TO THE CONTRACT WITH SESSIONS PAVING COMPANY TO BALANCE OUT ALL REMAINING ITEM QUANTITIES AND REDUCE TOTAL CONTRACT AMOUNT BY \$555,599.46. WARDS 2 AND 3. DEVELOPMENT SERVICES DEPARTMENT**

**RECOMMENDATION:** Approve Change Order No. 5

**INFORMATION:** The City Council approved the contract with Sessions Paving Company on May 7, 2019 in the amount of \$6,238,803.85 for the construction of West 7<sup>th</sup> Multi-Modal Streetscape Project. The purpose of this Change Order is to reduce the value of the Contract to the actual full amount to be paid for 100% Complete Construction with adjustments for Liquidated Damages, Bituminous, and AC Content.

Change Order No. 5 Revised Final Summary Change Order (\$-555,599.46)

This Change Order has been approved by Tennessee Department of Transportation (TDOT).

**ATTACHMENTS:** Change Order No. 5



## Supplemental Agreement and/or Request for Construction Change Change Order Request #5revised

|                        |                                                            |                      |                       |
|------------------------|------------------------------------------------------------|----------------------|-----------------------|
| Project Title/Termini: | <u>Columbia West 7<sup>th</sup> Multimodal Streetscape</u> |                      |                       |
| Owner:                 | <u>City of Columbia</u>                                    | PIN:                 | <u>121512.00</u>      |
| Address:               | <u>700 North Garden Street</u>                             | State Project No.:   | <u>60LPLM-F3-023</u>  |
|                        | <u>Columbia, TN 38401</u>                                  | Federal Project No.: | <u>TAP/STP-99(52)</u> |
|                        |                                                            | Contract No.:        | <u>150108</u>         |
| County:                | <u>Maury</u>                                               |                      |                       |

*Whereas*, we Sessions Paving with Berkley Insurance Company, as a Surety, entered into a contract with City of Columbia, on May 15, 2019, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

City of Columbia and Sessions Paving Co. agree that Contract Time and \$sum agreed to in this Final Summary Change Order constitutes a full and complete settlement of this Contract.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by \_\_\_\_\_ days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: 450days (Date:8/25/2020)

Original Contract Amount: \$6,238,803.85

Approved Change Orders: \$35,111.75

Current Change Order: \$--555,599.46

Pending Change Orders: \$0.00

Total Change Orders:: \$-520,487.71

Contract Completion Time with Change Orders: 701 days (Date: 7/03/2021)

## Supplemental Agreement and/or Request for Construction Change

### Change Order Request # 5revised

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

| Item No. | Description    | Unit  | Current/<br>Pending<br>Quantities | Revised<br>Quantities | QTY Over +<br>QTY Under<br>- | Contract<br>Price | Net<br>Amount<br>Due<br>Change |
|----------|----------------|-------|-----------------------------------|-----------------------|------------------------------|-------------------|--------------------------------|
|          | Revised Final  |       |                                   |                       |                              | \$                | \$                             |
|          | Summary        |       |                                   |                       |                              | \$                | \$                             |
|          | Change         | Order |                                   |                       |                              | \$                | \$                             |
|          | \$-555,599.46  |       |                                   |                       |                              | \$                | \$                             |
|          |                |       |                                   |                       |                              | \$                | \$                             |
|          | Adjusted       |       |                                   |                       |                              | \$                | \$                             |
|          | Contract       |       |                                   |                       |                              | \$                | \$                             |
|          | \$5,718,316.14 |       |                                   |                       |                              | \$                | \$                             |
|          |                |       |                                   |                       |                              | \$                | \$                             |
|          | Minus          | Minus | Bituminous                        | and AC                | Content                      | \$1,472.83        | \$                             |
|          | Liquidated     |       |                                   |                       |                              | \$                | \$                             |
|          | Damages        |       |                                   |                       |                              | \$                | \$                             |
|          | \$315,000.00   |       |                                   |                       |                              | \$                | \$                             |
|          |                |       |                                   |                       |                              | \$                | \$                             |
|          | \$5,401,843.31 |       |                                   |                       |                              | \$                | \$                             |
|          | Full Payment   |       |                                   |                       |                              | \$                | \$                             |
|          | to Contractor  |       |                                   |                       |                              | \$                | \$                             |
|          | after Final    |       |                                   |                       |                              | \$                | \$                             |
|          | Progress       |       |                                   |                       |                              | \$                | \$                             |
|          | Payment#27     |       |                                   |                       |                              | \$                | \$                             |
|          | \$52,055.70    |       |                                   |                       |                              | \$                | \$                             |

Now, Therefore, We, Sessions Paving Contractors, and Berkley Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for  
Approval



April 4, 2023

Engineer/CEI (Signature)

Date

Approved

By:

Contractor (Signature)

Date

By:

Surety (Signature)

Date

By:

Owner (Signature)

Date

**APPROVED**

By Simchah Edwards at 11:44 am, Apr 24, 2023

Approved for  
Eligibility

By:

Local Programs (Signature)

Date



# Memorandum

TO: City of Columbia  
Glenn Harper, P.E. City  
Engineer

FROM: Ben Lawwell, CEI Const. Manager

DATE: April 4, 2023

PIN: 121512.00

C: TDOT Local Programs  
Project Files

REFERENCE: Change Order No. 5, Final Summary CO

## **REVISED FINAL SUMMARY CHANGE ORDER**

Need for Change Order:

### **City of Columbia – West 7<sup>th</sup> Multimodal Streetscape:**

Change Order 5: This is the **REVISED** Final Summary Change Order. The final adjusted amount brings the final cost and pay out for construction to be \$5,401,843.31

Original Contract: \$6,238,803.85

|                     |                 |                                          |
|---------------------|-----------------|------------------------------------------|
| Change Order No. 1: | (\$-19,397.00)  | Gas Main – decreased unit prices         |
| Change Order No. 2: | \$0.00          | Gas Main – Corrections to CO#1           |
| Change Order No. 3: | \$54,508.75     | Lighting Foundations & 190 Contract Days |
| Change Order No. 4: | \$0.00          | 61 Contract Days                         |
| Change Order No. 5: | (\$-555,599.46) | Revised Final Summary Change Order       |

Total with Change Orders: \$5,718,316.14

|                             |                 |                                     |
|-----------------------------|-----------------|-------------------------------------|
| Adjusted Contract:          | (\$-1,472.83)   | Bituminous & AC Content Adjustments |
| (minus) Liquidated Damages: | (\$-315,000.00) | 315 Contract Days at \$1,000.00/Day |
| Total Construction Cost:    | \$5,401,843.31  |                                     |

|                          |                |                         |
|--------------------------|----------------|-------------------------|
| Previous Payments:       | \$5,349,787.61 |                         |
| Final Payment (Pending): | \$52,055.70    | Progress Payment No. 27 |
| Total Construction Cost: | \$5,401,843.31 |                         |

|                   |                |                                              |
|-------------------|----------------|----------------------------------------------|
| Non-Participated: | \$2,024,231.83 | Full Part. - LD's - Adjustments              |
| Participated:     | \$3,377,611.48 | (\$3,694,084.31 – \$315,000.00 – \$1,472.83) |
|                   | \$5,401,843.31 |                                              |

#### **NASHVILLE**

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

#### **MURFREESBORO**

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

#### **CHATTANOOGA**

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





Progress Payment No. 27 (Final Payment) is pending execution of Change Order No. 4 and Revised Final Summary Change Order No. 5, submission of outstanding contract documents:

- CC-3 (L&G Construction)
- Contractor Affidavit of Materials, Labor, and Payment comply with statute (Form 8-34)
- Prompt Payment Certificate for Payment 24
- Prompt Payment Certificate for Payment 25
- Prompt Payment Certificate for Payment 26
- Prompt Payment Certificate for Payment 27 (within 30 days of receipt of payment)

Should Sessions not execute and return Change Order No. 4 (previously emailed to Sessions), and Revised Final Summary Change Order No. 5 by the deadline that will be provided upon distribution to Sessions, Final Payment will be made to Sessions without the Final Documents. The Contract will be Finalized / Closed Out whereby releasing all remaining FHWA Funding upon the City's Final Submitted for Reimbursement to TDOT LDO.

## Theresa Buie

---

**From:** Glenn Harper <gharper@columbiatn.com>  
**Sent:** Thursday, April 13, 2023 12:46 PM  
**To:** Theresa Buie  
**Cc:** Tony Massey; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell  
**Subject:** RE: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5  
**Attachments:** 05r-Change Order PIN121512.00.pdf

I concur with the final Change Order.

Thanks, Glenn

**Glenn Harper, P.E.**

*City Engineer*  
700 North Garden St.  
Columbia, TN 38401  
(931)560-1560



---

**From:** Theresa Buie <TBuie@ragansmith.com>  
**Sent:** Thursday, April 13, 2023 11:24 AM  
**To:** Glenn Harper <gharper@columbiatn.com>  
**Cc:** Tony Massey <tmassey@columbiatn.com>; Scott Niesen <sniesen@ragansmith.com>; Kevin Guenther <kguenther@ragansmith.com>; Kenny Freer <KFreer@ragansmith.com>; Ben Lawwell <blawwell@ragansmith.com>  
**Subject:** [External Email] - RE: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5

Yes. That is correct. 315 LD's at \$1,000 per day. \$315,000.00



**Theresa Dekker-Buie**  
**CONTRACT SPECIALIST**  
mobile: 423.790.4485  
[ragansmith.com](http://ragansmith.com)



---

**From:** Glenn Harper <[gharper@columbiatn.com](mailto:gharper@columbiatn.com)>  
**Sent:** Thursday, April 13, 2023 11:23 AM  
**To:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>  
**Cc:** Tony Massey <[tmassey@columbiatn.com](mailto:tmassey@columbiatn.com)>; Scott Niesen <[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>; Kevin Guenther

<[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>

**Subject:** RE: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5

Thanks Theresa, Would the total number of LDs assessed on the contract be 315 days?

**Glenn Harper, P.E.**

*City Engineer*  
700 North Garden St.  
Columbia, TN 38401  
(931)560-1560



---

**From:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>

**Sent:** Thursday, April 13, 2023 9:06 AM

**To:** Glenn Harper <[gharper@columbiatn.com](mailto:gharper@columbiatn.com)>

**Cc:** Tony Massey <[massey@columbiatn.com](mailto:massey@columbiatn.com)>; Scott Niesen <[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>; Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>

**Subject:** [External Email] - West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5

**PIN: 121512.00**

**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject: Concurrence Necessary for Revised Final Summary Change Order No. 5**

Glenn,

Please review the attached Revised Final Summary Change Orders and provide your concurrence via this email. We will then send these onto Sessions for email concurrence.

**Change Orders:**

Change Order No. 5 Revised Final Summary Change Order (\$-555,599.46)

This Change Order reduces the value of the Contract to the actual full amount to be paid for 100% Complete Construction with adjustment for Liquidated Damages, Bituminous, and AC Content per Contract.

**Remaining Progress Payments:**

Progress Payment No. 27 \$52,055.70 Final Payment. All quantities paid in full.

Thank you,



**Theresa Dekker-Buie**

**CONTRACT SPECIALIST**

mobile: 423.790.4485

[ragansmith.com](http://ragansmith.com)



## Theresa Buie

---

**From:** Stacey Frisbee <sfrisbee@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:21 PM  
**Subject:** Read: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5

Your message

To:  
Subject: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5  
Sent: Thursday, April 13, 2023 6:21:04 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, April 13, 2023 6:20:57 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

---

**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:26 PM  
**Subject:** Read: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5

Your message

To:  
Subject: West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5  
Sent: Thursday, April 13, 2023 6:25:51 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, April 13, 2023 6:25:43 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

---

**From:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:16 PM  
**To:** rnhutcheson@sessionspaving.com; wdemoss@sessionspaving.com; Stacey Frisbee  
**Cc:** gharper@columbiatn.com; Tony Massey; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell  
**Subject:** West 7th - Concurrence Necessary for Revised Final Summary Change Order No. 5  
**Attachments:** 05r-Change Order PIN121512.00.pdf

**Importance:** High

| Tracking: | Recipient                      | Delivery                      | Read                     |
|-----------|--------------------------------|-------------------------------|--------------------------|
|           | rnhutcheson@sessionspaving.com |                               |                          |
|           | wdemoss@sessionspaving.com     |                               |                          |
|           | Stacey Frisbee                 |                               |                          |
|           | gharper@columbiatn.com         |                               |                          |
|           | Tony Massey                    |                               |                          |
|           | Scott Niesen                   | Delivered: 4/13/2023 12:18 PM |                          |
|           | Kevin Guenther                 | Delivered: 4/13/2023 12:18 PM | Read: 4/13/2023 12:51 PM |
|           | Kenny Freer                    | Delivered: 4/13/2023 12:18 PM | Read: 4/13/2023 12:26 PM |
|           | Ben Lawwell                    | Delivered: 4/13/2023 12:18 PM |                          |
|           | Connie Stafford                | Delivered: 4/13/2023 12:18 PM | Read: 4/13/2023 12:17 PM |
|           | Doreen Howard                  | Delivered: 4/13/2023 12:18 PM |                          |
|           | Cathy Lewis                    | Delivered: 4/13/2023 12:18 PM |                          |

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Concurrence Necessary for Revised Final Summary Change Order No. 5**

Mr. Hutcheson,  
Attached you find the Revised Final Summary Change Order (FSCO) and Final Progress Payment (last 25 pages of the FSCO) for the above referenced project. Concurrence via this email is necessary. RaganSmith will submit the Revised Final Summary Change Order No. 5 onto TDOT LDO for their review and approval at **9:00 am central time on Wednesday, April 19, 2023**. We hope to include Sessions concurrence with the attached Revised Final Summary Change Order.

### Change Orders:

Change Order No. 5      Revised Final Summary Change Order (\$-555,599.46)  
This Change Order reduces the value of the Contract to the actual full amount to be paid for 100% Complete Construction with adjustment for Liquidated Damages, Bituminous, and AC Content per Contract.

### Remaining Progress Payments:

Progress Payment No. 27      \$52,055.70 Final Payment. All quantities paid in full.

Thank you,



**Theresa Dekker-Buie**  
**CONTRACT SPECIALIST**  
mobile: 423.790.4485  
[ragansmith.com](http://ragansmith.com)



## Theresa Buie

---

**From:** Stacey Frisbee <sfrisbee@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:18 PM  
**Subject:** Read: West 7th - Disputed Final Quantities

Your message

To:  
Subject: West 7th - Disputed Final Quantities  
Sent: Thursday, April 13, 2023 6:18:04 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, April 13, 2023 6:17:56 PM (UTC+00:00) Monrovia, Reykjavik.



## Theresa Buie

---

**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**To:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:20 PM  
**Subject:** Read: West 7th - Disputed Final Quantities

Your message

To:  
Subject: West 7th - Disputed Final Quantities  
Sent: Thursday, April 13, 2023 6:20:23 PM (UTC+00:00) Monrovia, Reykjavik

was read on Thursday, April 13, 2023 6:20:18 PM (UTC+00:00) Monrovia, Reykjavik.

## Theresa Buie

---

**From:** Theresa Buie  
**Sent:** Thursday, April 13, 2023 12:12 PM  
**To:** rnhutcheson@sessionspaving.com; wdemoss@sessionspaving.com; Stacey Frisbee  
**Cc:** gharper@columbiatn.com; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell  
**Subject:** West 7th - Disputed Final Quantities  
**Attachments:** Re: Columbia West 7th PIN121512.00 - Disputed quantities

**Importance:** High

| Tracking: | Recipient                      | Delivery                      | Read                     |
|-----------|--------------------------------|-------------------------------|--------------------------|
|           | rnhutcheson@sessionspaving.com |                               |                          |
|           | wdemoss@sessionspaving.com     |                               |                          |
|           | Stacey Frisbee                 |                               |                          |
|           | gharper@columbiatn.com         |                               |                          |
|           | Scott Niesen                   | Delivered: 4/13/2023 12:15 PM | Read: 4/17/2023 5:15 PM  |
|           | Kevin Guenther                 | Delivered: 4/13/2023 12:15 PM | Read: 4/13/2023 12:51 PM |
|           | Kenny Freer                    | Delivered: 4/13/2023 12:15 PM | Read: 4/13/2023 12:14 PM |
|           | Ben Lawwell                    | Delivered: 4/13/2023 12:15 PM |                          |
|           | Connie Stafford                | Delivered: 4/13/2023 12:15 PM | Read: 4/13/2023 12:17 PM |
|           | Doreen Howard                  | Delivered: 4/13/2023 12:15 PM | Read: 4/13/2023 12:19 PM |
|           | Cathy Lewis                    | Delivered: 4/13/2023 12:15 PM |                          |

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Disputed Final Quantities**

Greetings,

Process and procedure within the Contract will be followed from the Execution of the Contract through Finalization. Sessions contractual obligation to follow proper process and procedure includes anything that could arise during construction. Sessions Paving has not provided evidence of proper notification in keeping with Standard Specifications Section(s) 104.02, 104.03, and 105.16 accordingly addressing what is now being identified as Claims against this project. The City of Columbia, in keeping with the Contract, points to Standard Specification 107.18 where no claims against them will be considered except those filed in accordance with 105.16.

With regards to disputed quantities, it has been addressed previously that documentation must be provided per the Contract Method of Measurement and Basis of Payment for each respective pay item. Proper quantification of payment is documented daily with location(s) and measurements accordingly per each pay item. Review and consideration has been made on the following pay items that were submitted as identified as a Partial Claim. This project will not be held hostage from being finalized and closed per requirements of the Contract. All contracted parties are obligated to follow the Contract to protect FHWA Funding. This email with attachment serves as FINAL decision/determination by which this project will be finalized.

**203-01, Road & Drainage Excavation (Unclassified) CY**  
Contractor Claim: 1,410.09 CY x \$45/CY = \$63,454.05

Contractor Claim states they “Field Measured”, but their information is compiled as a Plan Take-Off Quantity with uniform width and depth excavation calculations.

Payment cannot be justified based on the Contractors calculations from plans which are merely assumptions and therefore not accurate. As an example, calculating excavation across an entire area or element of construction is not based on the existing terrain line. Also, this project contained other removal pay items. Any material immediately below the concrete item paid for removal is not quantifiable as Excavation. Should a shallow amount of material exist following removal of the concrete item, the shallow material is incidental to the construction of what was then built in that footprint. See Standard Specification 203.09 (A) Road and Drainage Excavation (2, b For excavation in other than solid rock: (2) “The Department will not directly measure excavation material moved by blading or dozing and will consider such work as incidental to other items.” The plan takeoff quantity calculations are flawed as a basis for payment and provide no accuracy. The original Bid Quantity was calculated from the existing terrain and will be paid. Bid Quantity is 1,250.00 CY – paid 242.46 CY = 1,007.54 CY

**FINAL: Increase quantity for Payment of 1,007.54 CY x \$45.00/CY = \$45,339.30**

### **203-07, Furnishing & Spreading Topsoil CY**

Contractor Claim: 527.11 CY x \$30/CY = \$15,813.30

Contractor Claim is based on excavated/fluffed CY truck loads.

Quantity paid is actual in-place, compacted material by dimension. Allowance of additional 0.5-inch depth was paid over what was called for per Contract Specification, or greater as authorized. The paid quantity is also further supported by the footprint of new sodding (2,802.66 SY = 25,223.94 SF x 0.25 = 6,305.985 CF / 27 = 233.56 CY). Payment is per Contract Specification compacted material not fluffed excavated material.

**FINAL: No Increase. Payment of 288.89 CY stands as final.**

### **303-01, Mineral Aggregate, Type A Base, Grading D TN**

Contractor Claim: 850.23 TN x \$60/TN = \$51,013.80

Contractor claims the project ton from their ticket total (June 14, 2019 through September 29, 2020; 2,300.20 TN) and subtracts a theoretical ton as incidental. Tickets provided by Contractor were for 4 different projects. The Type A Base for the full project has not been added up as it is not necessary. The tonnage paid under Pay Item 303-01 is per plan and specification. Discussed early on during construction, use of mineral aggregate is incidental to other pay items and not paid by the ton under 303-01. It would be double payment when it is incidental to other pay items. Additional placement was authorized during construction for driveways. Payment was made as authorized and placed by the contractor. Following a complete review of all Type A Base, Grading D delivered to the project and use, an additional 111.94 TN was used for Driveway Maintenance following rain washout (9/14/20, 90.14 TN and 9/16/20 21.80 TN = 111.94 TN)

**FINAL: Increase quantity for Payment of 111.94 TN at \$60/TN = \$6,716.40**

### **303-10.01, Mineral Aggregated (Type 57) TN**

Contractor Claim: 636.00 TN x \$65/TN = \$41,340.00

Contractor claim is based on the Bid Quantity. This pay item was identified for bid on the project to be utilized for driveway maintenance. The actual placed material as authorized was Type A Base, Grading D and was paid under pay item 303-01, Mineral Aggregate, Type A Base, Grading D. 57 Stone was never utilized on this project for any construction identified per plan or as authorized. The use of 57 Stone is incidental to other pay items where payment of those pay items is inclusive to the placement of 57 Stone.

**FINAL: No Increase. Zero 0.00 TN stands as final.**

### **Additional Backfill for Storm Sewer (TN)**

Contractor Claim: 1,569.26 TN x \$65/TN = \$102,001.90

Contractor claim is based on tons of various stone they claim was delivered to the project and subtracts a theoretical ton as incidental.

The Contractor chose to remove suitable material from site during the removal of the existing storm drain as well as other excavation that the contractor did not stockpile onsite for use onsite which is a requirement of the Contract. By the Contractor’s own choice having removed the suitable onsite material or contaminating the onsite material with

unsuitable material, placed them as being obligated to provide backfill material at their expense. We are not in control of Means and Methods. As an Example, Contractors choose to remove suitable backfill material because they determine that it would be more work for them to maintain the onsite material, more costly, then to bring backfill material at their own expense. Furthermore, the chosen material for backfill as provided by the Contractor was not authorized per the requirement of Standard Specifications. The Contractor, at their own convenience, chose open grade aggregates whereby circumventing compacting the material following placement. The Contractor never submitted request for approval from the EOR.

**FINAL:** No Payment.

Thank you,



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

## Theresa Buie

---

**From:** Wayne DeMoss <wdemoss@sessionspaving.com>  
**Sent:** Friday, January 6, 2023 1:37 PM  
**To:** Theresa Buie  
**Cc:** Simchah Edwards; Local PROGRAMS; gharper@columbiatn.com; Scott Niesen; Kevin Guenther; Kenny Freer; Ben Lawwell; Robert Hutcheson; Stacey Frisbee; Connie Stafford; Doreen Howard; Cathy Lewis  
**Subject:** Re: Columbia West 7th PIN121512.00 - Disputed quantities  
**Attachments:** l&g disputed quantity letter.pdf; image001.png; Columbia - Major Item Project Review and Time Based Overrun.pdf; 05-Change Order PIN121512.00.pdf

Theresa,  
Please review the attached letter from L&G construction disputing quantities.  
Please call with any questions.

Sent from my iPad

On Dec 22, 2022, at 12:31 PM, Theresa Buie <TBuie@ragansmith.com> wrote:

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: Review and Approval for Final Summary Change Order No. 5**

Greetings Simchah,  
Attached is Final Summary Change Order No. 5 for review and approval. I have also added the review of Time Based Overrun of Major Pay Items. Sessions Paving did not provide concurrence of the attached Final Summary Change Order. We request TDOT's review and approval without Sessions concurrence as the backup correspondence will show our continued attempts with nothing being provided by Sessions Paving.

Below is a Table of Content for Final Summary Change Order No. 5:

| <b>Document</b>             | <b>Page</b> |
|-----------------------------|-------------|
| Change Order Form:          | 1, 2        |
| Email correspondence        | 3           |
| Concurrence from City       | 4           |
| Email correspondence        | 5-31        |
| RaganSmith Memo:            | 32, 33      |
| Change Order (Details)      | 34-80       |
| Overrun-Underrun Pay Items: | 81-84       |
| Final Progress Payment #26  | 85-109      |

Please call with any questions you may have.

Thank you,

**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)



The following information is being sent to the City of Columbia engineer, Glenn Harper, given that the job is contracted to be performed for the City. We are conducting a thorough review of the job quantities to ensure that the correct quantities are paid because there were at least 4 different inspectors on the job throughout the project.

Summarized below are the currently identified disputed items. We are conducting a complete audit of the job to ensure that all contracted items and quantities have been paid correctly. As a part of our review of the quantities, we will want to discuss the liquidated damages that have been assessed.

**Items in Dispute**

|                                              |           |                   |                |
|----------------------------------------------|-----------|-------------------|----------------|
| 203-01 Roadway Excavation                    | \$        | 63,454.01         | See Appendix 1 |
| 203-07 Furnish and Spreading of Topsoil      | \$        | 15,813.30         | See Appendix 2 |
| 303-01 Mineral Aggregate Grading Type A Base | \$        | 51,014.03         | See Appendix 3 |
| 303-10.01 Mineral Aggregate Type 57          | \$        | 41,340.00         | See Appendix 4 |
| Additional Backfill for Storm Sewer          | \$        | 102,100.04        | See Appendix 5 |
| <b>Total In Dispute</b>                      | <b>\$</b> | <b>273,721.39</b> |                |

## Appendix 1 - Page 1 of 2

### 203-01 Roadway and Drainage Excavation

Total Units in Bid 1,250 CY

|                            |           |                  |
|----------------------------|-----------|------------------|
| Total Excavation Completed |           |                  |
| using Field Measurements   |           | 1,652.55 CY      |
| Paid to Date               |           | 242.46           |
| Quantity Due               |           | 1,410.09         |
| Unit Price                 | \$        | 45.00            |
| <b>Balance Due</b>         | <b>\$</b> | <b>63,454.01</b> |

The below charts show the calculations for each component covered by 203-01 Roadway and Drainage Excavation:

### Excavation for 702-03 Curb and Gutter

| <i>Left Side of Road</i>                       |        | <i>Right Side of Road</i>                         |     |
|------------------------------------------------|--------|---------------------------------------------------|-----|
| Length between Station<br>14+81.16 to 14+32.16 | 49     | Length between<br>Station 14+99.61 to<br>14+50.61 | 49  |
| Length between Station<br>16+15.13 to 15+42.73 | 72.4   | Length between<br>Station 16+35.21 to<br>15+52.21 | 83  |
| Length between Station<br>16+94.67 to 16+45.67 | 46     |                                                   |     |
| Length between Station<br>18+61.06 to 18+02.14 | 58.92  |                                                   |     |
| Total Length per side                          | 226.32 |                                                   | 132 |
| Total Length                                   | 358.32 |                                                   |     |
| Depth                                          | 1.17   |                                                   |     |
| Width                                          | 11.5   |                                                   |     |
| Converting to CY                               | 178.56 |                                                   |     |



# Appendix 1 - Page 2 of 2

| <i>Left Side of Road</i>                       |         | <i>Right Side of Road</i>                         |         |
|------------------------------------------------|---------|---------------------------------------------------|---------|
| Length between Station<br>14+32.16 to 3+46.54  | 1085.62 | Length between<br>Station 14+50.61 to<br>3+46.54  | 1104.07 |
| Length between Station<br>15+42.13 to 14+81.16 | 60.97   | Length between<br>Station 15+52.21 to<br>14+99.61 | 52.6    |
| Length between Station<br>16+45.67 to 16+15.13 | 30.54   | Length between<br>Station 20+88.48 to<br>16+35.21 | 505.87  |
| Length between Station<br>18+02.14 to 16.94.67 | 107.47  |                                                   |         |
| Length between Station<br>20+88.48 to 18+61.06 | 227.48  |                                                   |         |
| Total Length per side                          | 1512.08 |                                                   | 1662.54 |

Total Length 3174.62

Depth 1.17

Width 3.5

Converting to CY 481.48

Total Excavation for 702-03

Curb and Gutter 660.047

Excavation per Item

|                               | SF       | Depth | Total CY |
|-------------------------------|----------|-------|----------|
| 701-10.01 Concrete Sidewalk   | 14990.96 | 0.67  | 372.00   |
| 701-01.03 Decorative Sidewalk | 6614.36  | 0.67  | 164.13   |
| 701-02.03 Concrete Curb Ramp  | 1361.00  | 1     | 50.41    |
| 701-02 Concrete Driveway      | 10961.00 | 1     | 405.96   |
| 702-03 Curb and Gutter        |          |       | 660.05   |

Total CY for 203-01 1652.55

## Appendix 2 - Page 1 of 1

### 203-07 Furnishing and Spreading of Topsoil

|                    |        |           |
|--------------------|--------|-----------|
| Total Units in Bid | 445    | CY        |
| Loads Hauled       | 816.00 | CY        |
| Paid to Date       | 288.89 |           |
| Quantity Due       | 527.11 |           |
| Unit Price         | \$     | 30.00     |
| Balance Due        | \$     | 15,813.30 |

| Date    | Invoice | Cubic Yards | Truck      |
|---------|---------|-------------|------------|
| 1/29/21 | 1103    | 32          | LG_25      |
| 1/29/21 | 2204    | 32          | LG-23      |
| 2/1/21  | 1234    | 16          | LG-28      |
| 2/1/21  | 1235    | 32          | LG-25      |
| 2/1/21  | 1236    | 32          | LG-23      |
| 2/2/21  | 1237    | 32          | LG-23      |
| 2/2/21  | 1238    | 48          | LG-25      |
| 2/2/21  | 1239    | 64          | VT Topsoil |
| 2/3/21  | 1240    | 48          | LG-25      |
| 2/3/21  | 1241    | 48          | LG-23      |
| 2/3/21  | 1242    | 64          | VT Topsoil |
| 2/3/21  | 1243    | 64          | VT Topsoil |
| 2/4/21  | 1244    | 48          | LG-25      |
| 2/4/21  | 1245    | 48          | LG-23      |
| 2/5/21  | 1100    | 48          | LG-23      |
| 2/5/21  | 1101    | 48          | VT Topsoil |
| 2/5/21  | 1102    | 32          | LG-25      |
| 4/2/21  | 1295    | 16          | LG-23      |
| 4/5/21  | 1296    | 16          | LG-23      |
| 4/6/21  | 1297    | 16          | LG-23      |
| 4/7/21  | 1298    | 32          | LG-23      |
|         | Total   | 816         | CY         |

|               |             |  |
|---------------|-------------|--|
| Bid Quantity  | 445.0       |  |
| Amount Used   | 816.00      |  |
| Quantity Paid | 288.89      |  |
| Balance       | 527.11      |  |
| Unit Price    | \$30        |  |
| Total Due     | \$15,813.30 |  |

### Appendix 3 - Page 1 of 3

#### 303-01 Mineral Aggregate Grading Type A Base

|                                                       |                 |                         |
|-------------------------------------------------------|-----------------|-------------------------|
| Stone for Roadway (pay item)                          | 846.21          |                         |
| Used for intersections and<br>maintenance stone       | 340.42          |                         |
| L&G portion for useage under<br>sidewalk and ramp     | 1,113.56        | (see calculation below) |
| <b>Total Stone Used on Job (tickets<br/>provided)</b> | <b>2,300.20</b> | <b>TONS</b>             |

#### Remaining to be paid:

|                                    |                     |
|------------------------------------|---------------------|
| Total Stone on Job                 | 2,300.20            |
| Less L&G portion                   | 1,113.56            |
| Less already paid                  | 336.4               |
| <b>Balance of stone to be paid</b> | <b>850.23</b>       |
| Unit Price                         | \$ 60.00            |
| <b>Balance Due</b>                 | <b>\$ 51,014.03</b> |

### Appendix 3 - Page 2 of 3

The below charts show the calculations for each component of the contract that used 303-01 Mineral Aggregate:

#### Excavation for 702-03 Curb and Gutter

| <i>Left Side of Road</i>                       | <i>Right Side of Road</i>                         |
|------------------------------------------------|---------------------------------------------------|
| Length between Station<br>14+81.16 to 14+32.16 | Length between<br>Station 14+99.61 to<br>14+50.61 |
| 49                                             | 49                                                |
| Length between Station<br>16+15.13 to 15+42.73 | Length between<br>Station 16+35.21 to<br>15+52.21 |
| 72.4                                           | 83                                                |
| Length between Station<br>16+94.67 to 16+45.67 |                                                   |
| 46                                             |                                                   |
| Length between Station<br>18+61.06 to 18+02.14 |                                                   |
| 58.92                                          |                                                   |
| Total Length per side                          | 132                                               |

Total Length 358.32 Feet

Width 11.5 Feet

Converting to SY (divide by 9) 457.85

Converting to Tons for 8 inch  
dept under parking 228.93

| <i>Left Side of Road</i>                       | <i>Right Side of Road</i>                         |
|------------------------------------------------|---------------------------------------------------|
| Length between Station<br>14+32.16 to 3+46.54  | Station 14+50.61 to<br>3+46.54                    |
| 1085.62                                        | 1104.07                                           |
| Length between Station<br>15+42.13 to 14+81.16 | Length between<br>Station 15+52.21 to<br>14+99.61 |
| 60.97                                          | 52.6                                              |
| Length between Station<br>16+45.67 to 16+15.13 | Length between<br>Station 20+88.48 to<br>16+35.21 |
| 30.54                                          | 505.87                                            |
| Length between Station<br>18+02.14 to 16.94.67 |                                                   |
| 107.47                                         |                                                   |
| Length between Station<br>20+88.48 to 18+61.06 |                                                   |
| 227.48                                         |                                                   |
| Total Length per side                          | 1662.54                                           |

Total Length 3174.62 Feet

Width 3.5 Feet

Converting to SY (divide by 9) 1234.57

Converting SY to Ton at 8 inch  
under curb and gutter 617.287

Total Tons for Curb and Gutter  
and Parking 846.214

### Appendix 3 - Page 3 of 3

#### Conversion Factors for SY to Tons

|                        | Depth | Pounds | Pounds per ton | Conversion to ton |
|------------------------|-------|--------|----------------|-------------------|
| 4 inch depth of stone  | 4     | 125    | 2000           | 0.25              |
| 6 inch depth of stone  | 6     | 125    | 2000           | 0.375             |
| 8 inch depthh of stone | 8     | 125    | 2000           | 0.5               |

L&G portion of stone for useage under sidewalk and curb ramps:

|                            | SF       | SY      | Conversion Factor | Tons    |
|----------------------------|----------|---------|-------------------|---------|
| 4 inch sidewalk            | 14990.96 | 1665.66 | 0.25              | 416.42  |
| 4 inch decorative sidewalk | 6614.36  | 734.93  | 0.25              | 183.73  |
| Curb Ramps - 6 inch depth  | 1361.00  | 151.22  | 0.38              | 56.71   |
| Driveway                   | 10961.00 | 1217.89 | 0.38              | 456.71  |
| Total L&G portion of stone |          |         |                   | 1113.56 |



# 303-01 MINERAL AGGREGATE GRADING TYPE A BASE

DATE 1/06/23  
TIME 11.30.33

L & G CONSTRUCTION CO.INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 1

COLUMBIA - WEST 7TH STREET

| JOB # | X | VENDOR | TICKET # | DATE     | STONE CODE | TONS           | EST#  | N/P |
|-------|---|--------|----------|----------|------------|----------------|-------|-----|
| 00624 |   | 00130  | 3386955  | 6/14/19  | P          | PUGMILLED BASE | 20.46 | **  |
| 00624 |   | 00130  | 3387010  | 6/14/19  | P          | PUGMILLED BASE | 21.21 | **  |
| 00624 |   | 00130  | 3387216  | 6/17/19  | P          | PUGMILLED BASE | 20.27 | **  |
| 00624 |   | 00130  | 3387256  | 6/17/19  | P          | PUGMILLED BASE | 21.11 | **  |
| 00624 |   | 00130  | 3387303  | 6/18/19  | P          | PUGMILLED BASE | 18.86 | **  |
| 00624 |   | 00130  | 3387325  | 6/18/19  | P          | PUGMILLED BASE | 20.66 | **  |
| 00624 |   | 00130  | 3387333  | 6/18/19  | P          | PUGMILLED BASE | 20.21 | **  |
| 00624 |   | 00130  | 3387342  | 6/18/19  | P          | PUGMILLED BASE | 20.16 | **  |
| 00624 |   | 00130  | 3387423  | 6/19/19  | P          | PUGMILLED BASE | 20.24 | **  |
| 00624 |   | 00130  | 3387481  | 6/20/19  | P          | PUGMILLED BASE | 20.39 | **  |
| 00624 |   | 00130  | 3387492  | 6/20/19  | P          | PUGMILLED BASE | 19.97 | **  |
| 00624 |   | 00130  | 3387514  | 6/20/19  | P          | PUGMILLED BASE | 19.42 | **  |
| 00624 |   | 00130  | 3387527  | 6/20/19  | P          | PUGMILLED BASE | 20.40 | **  |
| 00624 |   | 00130  | 3388048  | 6/27/19  | P          | PUGMILLED BASE | 21.79 | **  |
| 00624 |   | 00130  | 3388056  | 6/27/19  | P          | PUGMILLED BASE | 21.76 | **  |
| 00624 |   | 00130  | 3388332  | 7/02/19  | P          | PUGMILLED BASE | 20.57 | **  |
| 00624 |   | 00130  | 3388478  | 7/03/19  | P          | PUGMILLED BASE | 20.75 | **  |
| 00624 |   | 00130  | 3388629  | 7/09/19  | P          | PUGMILLED BASE | 20.35 | **  |
| 00624 |   | 00130  | 3388683  | 7/09/19  | P          | PUGMILLED BASE | 19.13 | **  |
| 00624 |   | 00130  | 3388736  | 7/10/19  | P          | PUGMILLED BASE | 21.73 | **  |
| 00624 |   | 00130  | 3388896  | 7/11/19  | P          | PUGMILLED BASE | 19.45 | **  |
| 00624 |   | 00130  | 3389022  | 7/12/19  | P          | PUGMILLED BASE | 17.72 | **  |
| 00624 |   | 00130  | 3389293  | 7/15/19  | P          | PUGMILLED BASE | 20.38 | **  |
| 00624 |   | 00130  | 3390118  | 7/22/19  | P          | PUGMILLED BASE | 19.00 | **  |
| 00624 |   | 00130  | 3390264  | 7/24/19  | P          | PUGMILLED BASE | 21.74 | **  |
| 00624 |   | 00130  | 3390293  | 7/24/19  | P          | PUGMILLED BASE | 20.56 | **  |
| 00624 |   | 00130  | 3390428  | 7/25/19  | P          | PUGMILLED BASE | 19.68 | **  |
| 00624 |   | 00130  | 3390567  | 7/26/19  | P          | PUGMILLED BASE | 21.46 | **  |
| 00624 |   | 00130  | 3390690  | 7/29/19  | P          | PUGMILLED BASE | 19.06 | **  |
| 00624 |   | 00130  | 3390863  | 7/30/19  | P          | PUGMILLED BASE | 22.70 | **  |
| 00624 |   | 00130  | 3390877  | 7/30/19  | P          | PUGMILLED BASE | 19.72 | **  |
| 00624 |   | 00130  | 3390892  | 7/30/19  | P          | PUGMILLED BASE | 21.25 | **  |
| 00624 |   | 00130  | 3391262  | 8/01/19  | P          | PUGMILLED BASE | 18.50 | **  |
| 00624 |   | 00130  | 3391350  | 8/02/19  | P          | PUGMILLED BASE | 17.52 | **  |
| 00624 |   | 00130  | 3391764  | 8/06/19  | P          | PUGMILLED BASE | 16.28 | **  |
| 00624 |   | 00130  | 3392602  | 8/14/19  | P          | PUGMILLED BASE | 22.63 | **  |
| 00624 |   | 00130  | 3398258  | 11/06/19 | P          | PUGMILLED BASE | 18.94 | **  |
| 00624 |   | 00130  | 3398271  | 11/06/19 | P          | PUGMILLED BASE | 17.62 | **  |
| 00624 |   | 00130  | 3398295  | 11/06/19 | P          | PUGMILLED BASE | 19.11 | **  |
| 00624 |   | 00130  | 3399489  | 11/20/19 | P          | PUGMILLED BASE | 22.31 | **  |
| 00624 |   | 00130  | 3403173  | 2/12/20  | P          | PUGMILLED BASE | 21.19 | **  |
| 00624 |   | 00130  | 3403175  | 2/12/20  | P          | PUGMILLED BASE | 20.20 | **  |
| 00624 |   | 00130  | 3403488  | 2/18/20  | P          | PUGMILLED BASE | 18.12 | **  |
| 00624 |   | 00130  | 3403493  | 2/18/20  | P          | PUGMILLED BASE | 18.09 | **  |
| 00624 |   | 00130  | 3410800  | 5/26/20  | P          | PUGMILLED BASE | 19.42 | **  |
| 00624 |   | 00130  | 3410985  | 5/27/20  | P          | PUGMILLED BASE | 25.03 | **  |
| 00624 |   | 00130  | 3410999  | 5/27/20  | P          | PUGMILLED BASE | 24.08 | **  |
| 00624 |   | 00130  | 3411009  | 5/27/20  | P          | PUGMILLED BASE | 24.68 | **  |
| 00624 |   | 00130  | 3411026  | 5/27/20  | P          | PUGMILLED BASE | 24.46 | **  |
| 00624 |   | 00130  | 3411033  | 5/27/20  | P          | PUGMILLED BASE | 24.69 | **  |
| 00624 |   | 00130  | 3411040  | 5/27/20  | P          | PUGMILLED BASE | 24.13 | **  |

# 303-01 MINERAL AGGREGATE GRADING TYPE A BASE

DATE 1/06/23  
TIME 11.30.33

COLUMBIA - WEST 7TH STREET

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE

2

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE     | TONS  | EST# | N/P |
|-------|---|--------|----------|---------|----------------|-------|------|-----|
| 00624 |   | 00130  | 3411049  | 5/27/20 | PUGMILLED BASE | 24.44 | **   |     |
| 00624 |   | 00130  | 3411056  | 5/27/20 | PUGMILLED BASE | 24.73 | **   |     |
| 00624 |   | 00130  | 3411233  | 5/29/20 | PUGMILLED BASE | 19.48 | **   |     |
| 00624 |   | 00130  | 3411245  | 5/29/20 | PUGMILLED BASE | 18.34 | **   |     |
| 00624 |   | 00130  | 3411256  | 5/29/20 | PUGMILLED BASE | 19.55 | **   |     |
| 00624 |   | 00130  | 3411271  | 5/29/20 | PUGMILLED BASE | 21.76 | **   |     |
| 00624 |   | 00130  | 3412440  | 6/10/20 | PUGMILLED BASE | 18.51 | **   |     |
| 00624 |   | 00130  | 3412451  | 6/10/20 | PUGMILLED BASE | 19.06 | **   |     |
| 00624 |   | 00130  | 3412475  | 6/10/20 | PUGMILLED BASE | 18.43 | **   |     |
| 00624 |   | 00130  | 3412487  | 6/10/20 | PUGMILLED BASE | 18.93 | **   |     |
| 00624 |   | 00130  | 3412920  | 6/16/20 | PUGMILLED BASE | 17.21 | **   |     |
| 00624 |   | 00130  | 3413006  | 6/17/20 | PUGMILLED BASE | 17.49 | **   |     |
| 00624 |   | 00130  | 3413286  | 6/18/20 | PUGMILLED BASE | 20.50 | **   |     |
| 00624 |   | 00130  | 3413600  | 6/23/20 | PUGMILLED BASE | 19.33 | **   |     |
| 00624 |   | 00130  | 3413677  | 6/24/20 | PUGMILLED BASE | 17.75 | **   |     |
| 00624 |   | 00130  | 3413893  | 6/26/20 | PUGMILLED BASE | 17.78 | **   |     |
| 00624 |   | 00130  | 3414264  | 7/01/20 | PUGMILLED BASE | 17.36 | **   |     |
| 00624 |   | 00130  | 3414326  | 7/02/20 | PUGMILLED BASE | 18.95 | **   |     |
| 00624 |   | 00130  | 3414339  | 7/02/20 | PUGMILLED BASE | 17.91 | **   |     |
| 00624 |   | 00130  | 3414840  | 7/10/20 | PUGMILLED BASE | 17.86 | **   |     |
| 00624 |   | 00130  | 3414870  | 7/14/20 | PUGMILLED BASE | 17.56 | **   |     |
| 00624 |   | 00130  | 3415178  | 7/16/20 | PUGMILLED BASE | 17.97 | **   |     |
| 00624 |   | 00130  | 3415290  | 7/17/20 | PUGMILLED BASE | 18.96 | **   |     |
| 00624 |   | 00130  | 3416080  | 7/30/20 | PUGMILLED BASE | 17.18 | **   |     |
| 00624 |   | 00130  | 3416469  | 8/18/20 | PUGMILLED BASE | 18.67 | **   |     |
| 00624 |   | 00130  | 3417856  | 8/20/20 | PUGMILLED BASE | 16.26 | **   |     |
| 00624 |   | 00130  | 3418043  | 8/21/20 | PUGMILLED BASE | 19.22 | **   |     |
| 00624 |   | 00130  | 3418221  | 8/21/20 | PUGMILLED BASE | 16.99 | **   |     |
| 00624 |   | 00130  | 3418269  | 8/24/20 | PUGMILLED BASE | 17.35 | **   |     |
| 00624 |   | 00130  | 3418356  | 8/25/20 | PUGMILLED BASE | 16.07 | **   |     |
| 00624 |   | 00130  | 3418868  | 9/03/20 | PUGMILLED BASE | 17.79 | **   |     |
| 00624 |   | 00130  | 3418880  | 9/03/20 | PUGMILLED BASE | 17.35 | **   |     |
| 00624 |   | 00130  | 3418916  | 9/03/20 | PUGMILLED BASE | 16.34 | **   |     |
| 00624 |   | 00130  | 3418956  | 9/04/20 | PUGMILLED BASE | 16.78 | **   |     |
| 00624 |   | 00130  | 3418957  | 9/04/20 | PUGMILLED BASE | 15.76 | **   |     |
| 00624 |   | 00130  | 3418969  | 9/04/20 | PUGMILLED BASE | 17.97 | **   |     |
| 00624 |   | 00130  | 3418970  | 9/04/20 | PUGMILLED BASE | 17.62 | **   |     |
| 00624 |   | 00130  | 3418986  | 9/04/20 | PUGMILLED BASE | 17.36 | **   |     |
| 00624 |   | 00130  | 3418987  | 9/04/20 | PUGMILLED BASE | 17.63 | **   |     |
| 00624 |   | 00130  | 3419009  | 9/04/20 | PUGMILLED BASE | 17.29 | **   |     |
| 00624 |   | 00130  | 3419060  | 9/08/20 | PUGMILLED BASE | 17.41 | **   |     |
| 00624 |   | 00130  | 3419067  | 9/08/20 | PUGMILLED BASE | 18.16 | **   |     |
| 00624 |   | 00130  | 3419072  | 9/08/20 | PUGMILLED BASE | 16.13 | **   |     |
| 00624 |   | 00130  | 3419077  | 9/08/20 | PUGMILLED BASE | 18.12 | **   |     |
| 00624 |   | 00130  | 3419164  | 9/09/20 | PUGMILLED BASE | 17.37 | **   |     |
| 00624 |   | 00130  | 3419241  | 9/10/20 | PUGMILLED BASE | 18.16 | **   |     |
| 00624 |   | 00130  | 3419256  | 9/10/20 | PUGMILLED BASE | 16.86 | **   |     |
| 00624 |   | 00130  | 3419312  | 9/11/20 | PUGMILLED BASE | 15.47 | **   |     |
| 00624 |   | 00130  | 3419330  | 9/11/20 | PUGMILLED BASE | 16.75 | **   |     |
| 00624 |   | 00130  | 3419343  | 9/11/20 | PUGMILLED BASE | 18.09 | **   |     |
| 00624 |   | 00130  | 3419357  | 9/11/20 | PUGMILLED BASE | 19.13 | **   |     |

# 303-01 MINERAL AGGREGATE GRADING TYPE A BASE

DATE 1/06/23  
TIME 11.30.33

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 3

COLUMBIA - WEST 7TH STREET

| JOB #          | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS           | EST#  | N/P |
|----------------|---|--------|----------|---------|------------|----------------|-------|-----|
| 00624          |   | 00130  | 3419388  | 9/11/20 | P          | PUGMILLED BASE | 17.14 | **  |
| 00624          |   | 00130  | 3419440  | 9/14/20 | P          | PUGMILLED BASE | 17.69 | **  |
| 00624          |   | 00130  | 3419462  | 9/14/20 | P          | PUGMILLED BASE | 17.74 | **  |
| 00624          |   | 00130  | 3419490  | 9/14/20 | P          | PUGMILLED BASE | 19.30 | **  |
| 00624          |   | 00130  | 3419509  | 9/14/20 | P          | PUGMILLED BASE | 18.44 | **  |
| 00624          |   | 00130  | 3419521  | 9/14/20 | P          | PUGMILLED BASE | 16.97 | **  |
| 00624          |   | 00130  | 3419564  | 9/15/20 | P          | PUGMILLED BASE | 19.13 | **  |
| 00624          |   | 00130  | 3419579  | 9/15/20 | P          | PUGMILLED BASE | 16.66 | **  |
| 00624          |   | 00130  | 3419588  | 9/15/20 | P          | PUGMILLED BASE | 17.92 | **  |
| 00624          |   | 00130  | 3419605  | 9/15/20 | P          | PUGMILLED BASE | 17.65 | **  |
| 00624          |   | 00130  | 3419638  | 9/15/20 | P          | PUGMILLED BASE | 17.68 | **  |
| 00624          |   | 00130  | 3419660  | 9/15/20 | P          | PUGMILLED BASE | 18.97 | **  |
| 00624          |   | 00130  | 3419762  | 9/16/20 | P          | PUGMILLED BASE | 22.46 | **  |
| 00624          |   | 00130  | 3419776  | 9/16/20 | P          | PUGMILLED BASE | 21.80 | **  |
| 00624          |   | 00130  | 3420836  | 9/28/20 | P          | PUGMILLED BASE | 16.08 | **  |
| 00624          |   | 00130  | 3420877  | 9/28/20 | P          | PUGMILLED BASE | 17.21 | **  |
| 00624          |   | 00130  | 3420896  | 9/28/20 | P          | PUGMILLED BASE | 15.47 | **  |
| 00624          |   | 00130  | 3420974  | 9/29/20 | P          | PUGMILLED BASE | 17.59 | **  |
| GRAND TOTALS - |   |        |          |         |            | 2300.20        |       |     |

BEGIN DT - 1/01/19  
END DT - 12/29/22  
VENDOR -  
JOB - 624  
PRODUCT - PALL  
NO-PAY -

\*\* - GRADE D



#### Appendix 4 - Page 1 of 1

##### 303-10.01 Mineral Aggregate Type 57

Total Units in Bid 636 TONS

All driveways were completed.

Used plan quantity 636.00

Less already paid 0

**Balance of stone to be paid 636.00**

Unit Price \$ 65.00

**Balance Due \$ 41,340.00**

Item roadway footnote Number 24 - see attached

# APPENDIX 4

*Sessions Paving Company*

## ROADWAY FOOTNOTES

- 1 STRUCTURE ANTICIPATED TO BE CAST IN PLACE TO TIE PROPOSED STORM DRAINAGE INTO EXISTING.
- 2 PAY ITEM IS TO BE USED FOR THE PORTION OF THE DRIVEWAY PROPOSED TO BE STAMPED AND SCORED.
- 3 PAY ITEM IS TO BE USED FOR THE STANDARD BROOM FINISHED DRIVE OUTSIDE OF THE DECORATIVE PORTION.
- 4 COST OF SAW CUTTING IS TO BE INCLUDED IN THE COST OF THE PAY ITEM
- 5 COST INCLUDES CAPPING STRUCTURE AND CORING WALL FOR PROPOSED PIPE.
- 6 FOR REMOVAL OF CURB INLETS, AREA DRAINS, STORMWATER MANHOLES, STORMWATER JUNCTION BOXES, STAIRS AND WALLS.
- 7 NOT USED
- 8 INCLUDES METERBASE AND DISCONNECT.
- 9 FOR MILLING AT SIDEROADS AND PROJECT LIMITS FOR TIE-IN TRANSITIONS. ASSUMED 4-FT WIDTH
- 10 PAY ITEM INCLUDES TREE REMOVAL
- 11 TOPSOIL IS TO BE PLACED IN ALL AREAS TO BE SODDED. SOD SHALL BE CYNODON DACTYLON.
- 12 COST OF PLANTING MIX/POTTING MATERIAL IS TO BE INCLUDED IN THE COST OF THE PAY ITEM
- 13 PAY ITEM IS TO BE USED FOR SELECT BEDDING MATERIAL USED IN PLANTING BEDS. SOIL USED IN BACK FILLING PLANTINGS SHALL BE TOPSOIL AND MIXED WITH 25% PEAT BY VOLUME
- 14 PAY ITEM TO ALSO BE USED FOR TEMPORARY TREE PROTECTION
- 15 INCLUDES ALL CONFLICTING STRIPING DURING TRAFFIC CONTROL AS WELL AS STOP BARS, CROSSWALKS AND ANY NECESSARY 4" LINES.
- 16 REMOVAL AND SALVAGE OF ALL SIGNAL HEADS, POLES, CONTROL EQUIPMENT, CABINETS, SPAN WIRE, CABLE, AND SIMILAR FEATURES TO BE PERFORMED AT AN INTERSECTION SHALL BE INCLUDED AS A UNIT COST PER EACH INTERSECTION.
- 17 SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT.
- 18 ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER
- 19 TOTAL OF PHASE 1 AND 2 TRAFFIC CONTROL
- 19 ALL EXISTING ROADWAY SIGNS SHALL BE REUSED ON THIS PROJECT. CONTRACTOR SHALL USE PROPOSED LIGHT POSTS AND/OR INSTALL NEW SIGN FOOTINGS AND POST WITH THE EXISTING SIGNS. ALL NEW SIGNS AS SHOWN IN THE PLANS SHALL BE INCLUDED IN THE COST OF THIS ITEM.
- 20 SEE DETAIL ON SHEET NO. 5
- 21 TYPE "C" ARROW BOARD, SHALL BE USED IN CONJUNCTION WITH CONSTRUCTION SIGNAGE, SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.
- 22 THIS QUANTITY DOES NOT INCLUDE THE VOLUME OF TYPE "A" POST CURB. THE "TYPE A" POST CURB SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.
- 23 ANY NECESSARY MINERAL AGGREGATE BASE MATERIAL NEEDED AS SUBGRADE MATERIAL FOR SIDEWALK CONSTRUCTION WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE INCLUDED IN THE COST OF OTHER ITEMS
- 24 STONE FOR TEMPORARY DRIVEWAY CONSTRUCTION TO MAINTAIN ACCESS TO TRACTS
- 25 RECEPTACLES AND BANNERS ARMS WILL NOT BE PAID FOR DIRECTLY BUT THEIR COST SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.

## Appendix 5 - Page 1 of 1

No Pay Item in Contract for stone backfill for storm sewer.

Due to the poor quality of the excavated material, stone had to be used for backfill of the 18" Concrete Pipe. The excavated material had to be removed via a Hoe Ram due to the amount of rock in the excavation area.

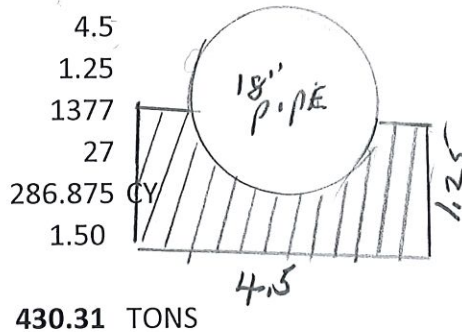
### 607-03.02 18" Concrete Pipe

|                    |          |
|--------------------|----------|
| Total Units in Bid | 1,377 LF |
| Paid to Date       | 1,377 LF |

A portion of the backfill is paid through 607-03.02 Concrete Pipe. That portion is calculated below:

|                               |            |
|-------------------------------|------------|
| Width of the area of the pipe | 4.5        |
| Depth of the area of the pipe | 1.25       |
| LF of Pipe                    | 1377       |
| Conversion Factor             | 27         |
| Portion covered by 607-03.02  | 286.875 CY |
| Conversion Factor to Tons     | 1.50       |

Portion of stone backfill paid through 607-03.02



430.31 TONS

Stone Used for Backfill (see listing) \*

|                           |                      |
|---------------------------|----------------------|
| listing) *                | 1999.57 TONS         |
| Poriton from 607-03.02    | 430.31               |
| Total Due for Backfill    | 1,569.26             |
| Unit price from 303-10.01 | 65                   |
| <b>Total amount due</b>   | <b>\$ 102,001.74</b> |

\* On 7/23/2020, L&G provicded tickets for stone totalling 841.29 tons  
Remaining tickets are available.

## EXCAVATION FOR PIPE CONVERTED TO TONS

## APPENDIX 5

|            | Length |      | Depth |      | Width | /27 | Equals   |         |
|------------|--------|------|-------|------|-------|-----|----------|---------|
| AA -- 1B   | 22     | 4    | 4     | 4    | 4.5   | 27  | 14.66    | 14.6667 |
| 1B -- 1    | 177    | 4    | 6.5   | 9    | 4.5   | 27  | 191.75   | 191.75  |
| 1 -- 2     | 41     | 9    | 9.5   | 10   | 4.5   | 27  | 64.91    | 64.9167 |
| 2A - 2B    | 14     | 4    | 4     | 4    | 4.5   | 27  | 9.33     | 9.33333 |
| 2B - 2     | 85     | 3.88 | 6.94  | 10   | 4.5   | 27  | 98.31    | 98.3167 |
| 2 -- 3     | 88     | 10   | 8.9   | 7.8  | 4.5   | 27  | 1,305.33 | 130.533 |
| 3 -- 4     | 24     | 8    | 8.3   | 7.4  | 4.5   | 27  | 33.2     | 33.2    |
| 4 -- 9     | 209    | 7.4  | 6.36  | 5.32 | 4.5   | 27  | 221.54   | 221.54  |
| 5 -- 8     | 68     | 3.88 | 4.8   | 3.71 | 4.5   | 27  | 54.4     | 54.4    |
| 6 -- 8     | 59     | 7.33 | 6.52  | 5.7  | 4.5   | 27  | 64.11    | 64.1133 |
| 7 -- 8     | 27     | 3.88 | 5.61  | 7.33 | 4.5   | 27  | 25.245   | 14.6667 |
| 8 -- 9     | 47     | 5.7  | 5.31  | 4.91 | 4.5   | 27  | 41.595   | 41.595  |
| 9 -- 10    | 60     | 4.91 | 4.46  | 4    | 4.5   | 27  | 44.6     | 44.6    |
| 10 -- 11   | 42     | 4    | 3.7   | 3.4  | 4.5   | 27  | 25.9     | 25.9    |
| 12A -- 12B | 55     | 4    | 4     | 4    | 4.5   | 27  | 36.66    | 36.6667 |
| 120 -- 12  | 134    | 4    | 3.9   | 3.8  | 4.5   | 27  | 87.1     | 87.1    |
| 12 -- 14   | 71     | 3.8  | 5.9   | 8    | 4.5   | 27  | 69.81    | 69.8167 |
| 14 -- 13   | 51     | 8    | 10.9  | 13.8 | 4.5   | 27  | 92.65    | 92.65   |
| 13 -- 15   | 85     | 13.8 | 10.1  | 6.4  | 4.5   | 27  | 143.083  | 143.083 |
| 15 -- 16   | 26     | 6.4  | 5.1   | 3.8  | 4.5   | 27  | 22.1     | 22.1    |
| 17 -- 18   | 7      | 6.4  | 4.7   | 3    | 4.5   | 27  | 5.483    | 5.48333 |
|            | 1,392  |      | 129.5 |      |       |     | 2,651.77 |         |



# APPENDIX 5

DATE 1/05/23  
TIME 15.24.12

L & G CONSTRUCTION CO.INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 1

COLUMBIA - WEST 7TH STREET

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS     | EST#  | N/P |
|-------|---|--------|----------|---------|------------|----------|-------|-----|
| 00624 |   | 00130  | 3407165  | 4/13/20 | 6          | 67 STONE | 21.43 |     |
| 00624 |   | 00130  | 3407178  | 4/13/20 | 6          | 67 STONE | 20.66 |     |
| 00624 |   | 00130  | 3408656  | 4/28/20 | 6          | 67 STONE | 20.54 |     |
| 00624 |   | 00130  | 3408665  | 4/28/20 | 6          | 67 STONE | 20.18 |     |
| 00624 |   | 00130  | 3408838  | 4/30/20 | 6          | 67 STONE | 21.13 |     |
| 00624 |   | 00130  | 3408852  | 4/30/20 | 6          | 67 STONE | 20.18 |     |
| 00624 |   | 00130  | 3408872  | 4/30/20 | 6          | 67 STONE | 20.28 |     |
| 00624 |   | 00130  | 3409676  | 5/08/20 | 6          | 67 STONE | 13.91 |     |
| 00624 |   | 00130  | 3409986  | 5/13/20 | 6          | 67 STONE | 19.30 |     |
| 00624 |   | 00130  | 3410009  | 5/13/20 | 6          | 67 STONE | 18.56 |     |
| 00624 |   | 00130  | 3410016  | 5/13/20 | 6          | 67 STONE | 17.94 |     |
| 00624 |   | 00130  | 3410028  | 5/13/20 | 6          | 67 STONE | 18.15 |     |
| 00624 |   | 00130  | 3410099  | 5/13/20 | 6          | 67 STONE | 18.14 |     |
| 00624 |   | 00130  | 3410150  | 5/14/20 | 6          | 67 STONE | 17.83 |     |
| 00624 |   | 00130  | 3410772  | 5/22/20 | 6          | 67 STONE | 20.56 |     |
| 00624 |   | 00130  | 3410773  | 5/22/20 | 6          | 67 STONE | 21.09 |     |
| 00624 |   | 00130  | 3410776  | 5/22/20 | 6          | 67 STONE | 21.02 |     |
| 00624 |   | 00130  | 3410778  | 5/22/20 | 6          | 67 STONE | 22.27 |     |
| 00624 |   | 00130  | 3410780  | 5/22/20 | 6          | 67 STONE | 21.22 |     |
| 00624 |   | 00130  | 3410782  | 5/22/20 | 6          | 67 STONE | 22.01 |     |
| 00624 |   | 00130  | 3410957  | 5/27/20 | 6          | 67 STONE | 23.19 |     |
| 00624 |   | 00130  | 3410965  | 5/27/20 | 6          | 67 STONE | 23.93 |     |
| 00624 |   | 00130  | 3410975  | 5/27/20 | 6          | 67 STONE | 24.76 |     |
| 00624 |   | 00130  | 3411030  | 5/27/20 | 6          | 67 STONE | 19.89 |     |
| 00624 |   | 00130  | 3411066  | 5/28/20 | 6          | 67 STONE | 14.70 |     |
| 00624 |   | 00130  | 3411290  | 5/29/20 | 6          | 67 STONE | 20.30 |     |
| 00624 |   | 00130  | 3411319  | 5/29/20 | 6          | 67 STONE | 19.89 |     |
| 00624 |   | 00130  | 3411335  | 5/29/20 | 6          | 67 STONE | 19.31 |     |
| 00624 |   | 00130  | 3411350  | 5/29/20 | 6          | 67 STONE | 19.62 |     |
| 00624 |   | 00130  | 3411365  | 5/29/20 | 6          | 67 STONE | 19.62 |     |
| 00624 |   | 00130  | 3412530  | 6/11/20 | 6          | 67 STONE | 18.27 |     |
| 00624 |   | 00130  | 3412689  | 6/12/20 | 6          | 67 STONE | 18.54 |     |
| 00624 |   | 00130  | 3412814  | 6/15/20 | 6          | 67 STONE | 17.82 |     |
| 00624 |   | 00130  | 3412870  | 6/16/20 | 6          | 67 STONE | 18.64 |     |
| 00624 |   | 00130  | 3412899  | 6/16/20 | 6          | 67 STONE | 18.61 |     |
| 00624 |   | 00130  | 3412976  | 6/17/20 | 6          | 67 STONE | 17.65 |     |
| 00624 |   | 00130  | 3413177  | 6/18/20 | 6          | 67 STONE | 17.44 |     |
| 00624 |   | 00130  | 3413267  | 6/18/20 | 6          | 67 STONE | 17.93 |     |
| 00624 |   | 00130  | 3413363  | 6/19/20 | 6          | 67 STONE | 18.25 |     |
| 00624 |   | 00130  | 3413545  | 6/22/20 | 6          | 67 STONE | 18.52 |     |
| 00624 |   | 00130  | 3413606  | 6/23/20 | 6          | 67 STONE | 17.86 |     |
| 00624 |   | 00130  | 3413639  | 6/23/20 | 6          | 67 STONE | 18.03 |     |
| 00624 |   | 00130  | 3413737  | 6/24/20 | 6          | 67 STONE | 17.80 |     |
| 00624 |   | 00130  | 3413777  | 6/25/20 | 6          | 67 STONE | 18.23 |     |
| 00624 |   | 00130  | 3413818  | 6/25/20 | 6          | 67 STONE | 18.58 |     |
| 00624 |   | 00130  | 3413831  | 6/25/20 | 6          | 67 STONE | 18.97 |     |
| 00624 |   | 00130  | 3413918  | 6/26/20 | 6          | 67 STONE | 18.64 |     |
| 00624 |   | 00130  | 3414014  | 6/29/20 | 6          | 67 STONE | 19.18 |     |
| 00624 |   | 00130  | 3414137  | 6/30/20 | 6          | 67 STONE | 17.87 |     |
| 00624 |   | 00130  | 3414146  | 6/30/20 | 6          | 67 STONE | 18.02 |     |
| 00624 |   | 00130  | 3414152  | 6/30/20 | 6          | 67 STONE | 19.23 |     |

# APPENDIX 5

DATE 1/05/23  
TIME 15.24.12

L & G CONSTRUCTION CO.INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 2

COLUMBIA - WEST 7TH STREET

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS     | EST#  | N/P |
|-------|---|--------|----------|---------|------------|----------|-------|-----|
| 00624 |   | 00130  | 3414249  | 7/01/20 | 6          | 67 STONE | 18.16 |     |
| 00624 |   | 00130  | 3414277  | 7/01/20 | 6          | 67 STONE | 17.93 |     |
| 00624 |   | 00130  | 3414300  | 7/02/20 | 6          | 67 STONE | 16.94 |     |
| 00624 |   | 00130  | 3414316  | 7/02/20 | 6          | 67 STONE | 18.39 |     |
| 00624 |   | 00130  | 3414342  | 7/02/20 | 6          | 67 STONE | 18.67 |     |
| 00624 |   | 00130  | 3414370  | 7/06/20 | 6          | 67 STONE | 17.01 |     |
| 00624 |   | 00130  | 3414380  | 7/06/20 | 6          | 67 STONE | 18.06 |     |
| 00624 |   | 00130  | 3414386  | 7/06/20 | 6          | 67 STONE | 17.64 |     |
| 00624 |   | 00130  | 3414461  | 7/07/20 | 6          | 67 STONE | 17.35 |     |
| 00624 |   | 00130  | 3414470  | 7/07/20 | 6          | 67 STONE | 18.15 |     |
| 00624 |   | 00130  | 3414925  | 7/13/20 | 6          | 67 STONE | 18.16 |     |
| 00624 |   | 00130  | 3414941  | 7/13/20 | 6          | 67 STONE | 17.04 |     |
| 00624 |   | 00130  | 3415014  | 7/14/20 | 6          | 67 STONE | 18.53 |     |
| 00624 |   | 00130  | 3415194  | 7/16/20 | 6          | 67 STONE | 17.45 |     |
| 00624 |   | 00130  | 3415212  | 7/16/20 | 6          | 67 STONE | 18.49 |     |
| 00624 |   | 00130  | 3415244  | 7/16/20 | 6          | 67 STONE | 17.76 |     |
| 00624 |   | 00130  | 3415334  | 7/17/20 | 6          | 67 STONE | 18.44 |     |
| 00624 |   | 00130  | 3415371  | 7/17/20 | 6          | 67 STONE | 18.12 |     |
| 00624 |   | 00130  | 3415530  | 7/20/20 | 6          | 67 STONE | 18.22 |     |
| 00624 |   | 00130  | 3415622  | 7/21/20 | 6          | 67 STONE | 18.66 |     |
| 00624 |   | 00130  | 3416060  | 7/27/20 | 6          | 67 STONE | 18.02 |     |
| 00624 |   | 00130  | 3416246  | 7/26/20 | 6          | 67 STONE | 18.63 |     |
| 00624 |   | 00130  | 3416544  | 7/30/20 | 6          | 67 STONE | 19.32 |     |
| 00624 |   | 00130  | 3416628  | 7/31/20 | 6          | 67 STONE | 17.48 |     |
| 00624 |   | 00130  | 3416633  | 7/31/20 | 6          | 67 STONE | 16.44 |     |
| 00624 |   | 00130  | 3416889  | 8/04/20 | 6          | 67 STONE | 14.06 |     |
| 00624 |   | 00130  | 3416964  | 8/05/20 | 6          | 67 STONE | 14.54 |     |
| 00624 |   | 00130  | 3416970  | 8/05/20 | 6          | 67 STONE | 13.92 |     |
| 00624 |   | 00130  | 3416979  | 8/05/20 | 6          | 67 STONE | 15.23 |     |
| 00624 |   | 00130  | 3417035  | 8/06/20 | 6          | 67 STONE | 14.82 |     |
| 00624 |   | 00130  | 3417208  | 8/07/20 | 6          | 67 STONE | 16.51 |     |
| 00624 |   | 00130  | 3417610  | 8/13/20 | 6          | 67 STONE | 15.09 |     |
| 00624 |   | 00130  | 3417621  | 8/13/20 | 6          | 67 STONE | 15.81 |     |
| 00624 |   | 00130  | 3417630  | 8/13/20 | 6          | 67 STONE | 15.15 |     |
| 00624 |   | 00130  | 3417637  | 8/13/20 | 6          | 67 STONE | 15.05 |     |
| 00624 |   | 00130  | 3417641  | 8/13/20 | 6          | 67 STONE | 15.67 |     |
| 00624 |   | 00130  | 3418038  | 8/20/20 | 6          | 67 STONE | 15.59 |     |
| 00624 |   | 00130  | 3418171  | 8/21/20 | 6          | 67 STONE | 15.12 |     |
| 00624 |   | 00130  | 3418208  | 8/21/20 | 6          | 67 STONE | 17.26 |     |
| 00624 |   | 00130  | 3418220  | 8/21/20 | 6          | 67 STONE | 17.07 |     |
| 00624 |   | 00130  | 3418250  | 8/24/20 | 6          | 67 STONE | 15.85 |     |
| 00624 |   | 00130  | 3418256  | 8/24/20 | 6          | 67 STONE | 15.16 |     |
| 00624 |   | 00130  | 3418260  | 8/24/20 | 6          | 67 STONE | 16.43 |     |
| 00624 |   | 00130  | 3418278  | 8/24/20 | 6          | 67 STONE | 15.98 |     |
| 00624 |   | 00130  | 3418291  | 8/24/20 | 6          | 67 STONE | 15.88 |     |
| 00624 |   | 00130  | 3418348  | 8/25/20 | 6          | 67 STONE | 17.37 |     |
| 00624 |   | 00130  | 3418357  | 8/26/20 | 6          | 67 STONE | 16.07 |     |
| 00624 |   | 00130  | 3418391  | 8/25/20 | 6          | 67 STONE | 15.58 |     |
| 00624 |   | 00130  | 3418425  | 8/26/20 | 6          | 67 STONE | 16.70 |     |
| 00624 |   | 00130  | 3418439  | 8/26/20 | 6          | 67 STONE | 16.84 |     |
| 00624 |   | 00130  | 3418455  | 8/26/20 | 6          | 67 STONE | 15.56 |     |

# APPENDIX 5

DATE 1/05/23  
TIME 15.24.12

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

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COLUMBIA - WEST 7TH STREET

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS     | EST#  | N/P |
|-------|---|--------|----------|---------|------------|----------|-------|-----|
| 00624 |   | 00130  | 3418492  | 8/26/20 | 6          | 67 STONE | 16.27 |     |
| 00624 |   | 00130  | 3418545  | 8/27/20 | 6          | 67 STONE | 16.53 |     |
| 00624 |   | 00130  | 3418583  | 8/27/20 | 6          | 67 STONE | 16.76 |     |
| 00624 |   | 00130  | 3418656  | 8/28/20 | 6          | 67 STONE | 13.41 |     |
| 00624 |   | 00130  | 3418676  | 8/28/20 | 6          | 67 STONE | 13.89 |     |
| 00624 |   | 00130  | 3418743  | 9/01/20 | 6          | 67 STONE | 14.73 |     |
| 00624 |   | 00130  | 3418797  | 9/02/20 | 6          | 67 STONE | 14.35 |     |
| 00624 |   | 00130  | 3418843  | 9/02/20 | 6          | 67 STONE | 13.79 |     |
| 00624 |   | 00130  | 3470169  | 9/22/21 | 6          | 67 STONE | 20.61 |     |
| 00624 |   | 00130  | 3616030  | 7/24/20 | 6          | 67 STONE | 16.17 |     |

GRAND TOTALS -

1999.57

BEGIN DT - 4/13/20  
END DT - 1/05/23  
VENDOR -  
JOB - 624  
PRODUCT - 6  
NO-PAY -

40.70  
887  
1568.87



# APPENDIX 5

DATE 1/05/23  
TIME 15.12.09

COLUMBIA - WEST 7TH STREET

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 1

| JOB # | X | VENDOR | TICKET # | DATE     | STONE CODE | TONS     | EST#  | N/P |
|-------|---|--------|----------|----------|------------|----------|-------|-----|
| 00624 |   | 00130  | 3388005  | 6/27/19  | 6          | 67 STONE | 19.60 |     |
| 00624 |   | 00130  | 3388030  | 6/27/19  | 6          | 67 STONE | 17.49 |     |
| 00624 |   | 00130  | 3388052  | 6/27/19  | 6          | 67 STONE | 19.68 |     |
| 00624 |   | 00130  | 3388111  | 6/28/19  | 6          | 67 STONE | 18.04 |     |
| 00624 |   | 00130  | 3388121  | 6/28/19  | 6          | 67 STONE | 17.66 |     |
| 00624 |   | 00130  | 3388136  | 6/28/19  | 6          | 67 STONE | 18.16 |     |
| 00624 |   | 00130  | 3388232  | 7/01/19  | 6          | 67 STONE | 19.91 |     |
| 00624 |   | 00130  | 3388240  | 7/01/19  | 6          | 67 STONE | 20.45 |     |
| 00624 |   | 00130  | 3388310  | 7/02/19  | 6          | 67 STONE | 20.79 |     |
| 00624 |   | 00130  | 3388383  | 7/03/19  | 6          | 67 STONE | 19.62 |     |
| 00624 |   | 00130  | 3388413  | 7/03/19  | 6          | 67 STONE | 21.85 |     |
| 00624 |   | 00130  | 3388453  | 7/03/19  | 6          | 67 STONE | 19.99 |     |
| 00624 |   | 00130  | 3388503  | 7/08/19  | 6          | 67 STONE | 19.61 |     |
| 00624 |   | 00130  | 3388611  | 7/09/19  | 6          | 67 STONE | 19.72 |     |
| 00624 |   | 00130  | 3388642  | 7/09/19  | 6          | 67 STONE | 20.23 |     |
| 00624 |   | 00130  | 3388673  | 7/09/19  | 6          | 67 STONE | 20.33 |     |
| 00624 |   | 00130  | 3388719  | 7/10/19  | 6          | 67 STONE | 19.19 |     |
| 00624 |   | 00130  | 3388745  | 7/10/19  | 6          | 67 STONE | 20.48 |     |
| 00624 |   | 00130  | 3388804  | 7/10/19  | 6          | 67 STONE | 18.76 |     |
| 00624 |   | 00130  | 3388853  | 7/11/19  | 6          | 67 STONE | 18.97 |     |
| 00624 |   | 00130  | 3388865  | 7/11/19  | 6          | 67 STONE | 18.84 |     |
| 00624 |   | 00130  | 3388991  | 7/12/19  | 6          | 67 STONE | 18.51 |     |
| 00624 |   | 00130  | 3389098  | 7/12/19  | 6          | 67 STONE | 18.85 |     |
| 00624 |   | 00130  | 3389225  | 7/15/19  | 6          | 67 STONE | 18.98 |     |
| 00624 |   | 00130  | 3389334  | 7/15/19  | 6          | 67 STONE | 19.20 |     |
| 00624 |   | 00130  | 3390132  | 7/22/19  | 6          | 67 STONE | 20.70 |     |
| 00624 |   | 00130  | 3390219  | 7/23/19  | 6          | 67 STONE | 21.43 |     |
| 00624 |   | 00130  | 3390225  | 7/23/19  | 6          | 67 STONE | 21.03 |     |
| 00624 |   | 00130  | 3390226  | 7/23/19  | 6          | 67 STONE | 21.51 |     |
| 00624 |   | 00130  | 3390321  | 7/24/19  | 6          | 67 STONE | 19.77 |     |
| 00624 |   | 00130  | 3390397  | 7/25/19  | 6          | 67 STONE | 20.57 |     |
| 00624 |   | 00130  | 3390443  | 7/25/19  | 6          | 67 STONE | 19.06 |     |
| 00624 |   | 00130  | 3390514  | 7/26/19  | 6          | 67 STONE | 20.27 |     |
| 00624 |   | 00130  | 3390584  | 7/26/19  | 6          | 67 STONE | 20.65 |     |
| 00624 |   | 00130  | 3390704  | 7/29/19  | 6          | 67 STONE | 19.69 |     |
| 00624 |   | 00130  | 3390801  | 7/29/19  | 6          | 67 STONE | 22.11 |     |
| 00624 |   | 00130  | 3390805  | 7/29/19  | 6          | 67 STONE | 21.69 |     |
| 00624 |   | 00130  | 3390820  | 7/30/19  | 6          | 67 STONE | 20.81 |     |
| 00624 |   | 00130  | 3390974  | 7/30/19  | 6          | 67 STONE | 19.33 |     |
| 00624 |   | 00130  | 3391144  | 7/31/19  | 6          | 67 STONE | 17.63 |     |
| 00624 |   | 00130  | 3391166  | 7/31/19  | 6          | 67 STONE | 21.85 |     |
| 00624 |   | 00130  | 3391217  | 8/01/19  | 6          | 67 STONE | 20.75 |     |
| 00624 |   | 00130  | 3391232  | 8/01/19  | 6          | 67 STONE | 22.03 |     |
| 00624 |   | 00130  | 3391809  | 8/07/19  | 6          | 67 STONE | 18.23 |     |
| 00624 |   | 00130  | 3392597  | 8/14/19  | 6          | 67 STONE | 19.89 |     |
| 00624 |   | 00130  | 3392612  | 8/14/19  | 6          | 67 STONE | 20.67 |     |
| 00624 |   | 00130  | 3392822  | 8/15/19  | 6          | 67 STONE | 16.14 |     |
| 00624 |   | 00130  | 3398535  | 11/12/19 | 6          | 67 STONE | 18.76 |     |
| 00624 |   | 00130  | 3398540  | 11/12/19 | 6          | 67 STONE | 19.25 |     |
| 00624 |   | 00130  | 3398542  | 11/12/19 | 6          | 67 STONE | 18.45 |     |
| 00624 |   | 00130  | 3399136  | 11/18/19 | 6          | 67 STONE | 19.05 |     |



# APPENDIX 5

DATE 1/05/23  
TIME 15.12.09

COLUMBIA - WEST 7TH STREET

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

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| JOB # | X | VENDOR | TICKET # | DATE     | STONE CODE | TONS           |
|-------|---|--------|----------|----------|------------|----------------|
| 00624 |   | 00130  | 3399205  | 11/19/19 | 6          |                |
| 00624 |   | 00130  | 3399368  | 11/20/19 | 6          | 67 STONE 20.97 |
| 00624 |   | 00130  | 3399473  | 11/20/19 | 6          | 67 STONE 21.25 |
| 00624 |   | 00130  | 3399699  | 11/21/19 | 6          | 67 STONE 20.79 |
| 00624 |   | 00130  | 3403168  | 2/12/20  | 6          | 67 STONE 19.43 |
| 00624 |   | 00130  | 3403170  | 2/12/20  | 6          | 67 STONE 19.07 |
| 00624 |   | 00130  | 3403456  | 2/18/20  | 6          | 67 STONE 19.96 |
| 00624 |   | 00130  | 3403464  | 2/18/20  | 6          | 67 STONE 17.86 |
| 00624 |   | 00130  | 3403478  | 2/18/20  | 6          | 67 STONE 18.61 |
| 00624 |   | 00130  | 3403499  | 2/18/20  | 6          | 67 STONE 18.44 |
| 00624 |   | 00130  | 3407165  | 4/13/20  | 6          | 67 STONE 19.00 |
| 00624 |   | 00130  | 3407178  | 4/13/20  | 6          | 67 STONE 21.43 |
| 00624 |   | 00130  | 3408656  | 4/28/20  | 6          | 67 STONE 20.66 |
| 00624 |   | 00130  | 3408665  | 4/28/20  | 6          | 67 STONE 20.54 |
| 00624 |   | 00130  | 3408838  | 4/30/20  | 6          | 67 STONE 20.18 |
| 00624 |   | 00130  | 3408852  | 4/30/20  | 6          | 67 STONE 21.13 |
| 00624 |   | 00130  | 3408872  | 4/30/20  | 6          | 67 STONE 20.18 |
| 00624 |   | 00130  | 3409676  | 5/08/20  | 6          | 67 STONE 20.28 |
| 00624 |   | 00130  | 3409986  | 5/13/20  | 6          | 67 STONE 13.91 |
| 00624 |   | 00130  | 3410009  | 5/13/20  | 6          | 67 STONE 19.30 |
| 00624 |   | 00130  | 3410016  | 5/13/20  | 6          | 67 STONE 18.56 |
| 00624 |   | 00130  | 3410028  | 5/13/20  | 6          | 67 STONE 17.94 |
| 00624 |   | 00130  | 3410099  | 5/13/20  | 6          | 67 STONE 18.15 |
| 00624 |   | 00130  | 3410150  | 5/14/20  | 6          | 67 STONE 18.14 |
| 00624 |   | 00130  | 3410772  | 5/22/20  | 6          | 67 STONE 17.83 |
| 00624 |   | 00130  | 3410773  | 5/22/20  | 6          | 67 STONE 20.56 |
| 00624 |   | 00130  | 3410776  | 5/22/20  | 6          | 67 STONE 21.09 |
| 00624 |   | 00130  | 3410778  | 5/22/20  | 6          | 67 STONE 21.02 |
| 00624 |   | 00130  | 3410780  | 5/22/20  | 6          | 67 STONE 22.27 |
| 00624 |   | 00130  | 3410782  | 5/22/20  | 6          | 67 STONE 21.22 |
| 00624 |   | 00130  | 3410957  | 5/27/20  | 6          | 67 STONE 22.01 |
| 00624 |   | 00130  | 3410965  | 5/27/20  | 6          | 67 STONE 23.19 |
| 00624 |   | 00130  | 3410975  | 5/27/20  | 6          | 67 STONE 23.93 |
| 00624 |   | 00130  | 3411030  | 5/27/20  | 6          | 67 STONE 24.76 |
| 00624 |   | 00130  | 3411066  | 5/28/20  | 6          | 67 STONE 19.89 |
| 00624 |   | 00130  | 3411290  | 5/29/20  | 6          | 67 STONE 14.70 |
| 00624 |   | 00130  | 3411319  | 5/29/20  | 6          | 67 STONE 20.30 |
| 00624 |   | 00130  | 3411335  | 5/29/20  | 6          | 67 STONE 19.89 |
| 00624 |   | 00130  | 3411350  | 5/29/20  | 6          | 67 STONE 19.31 |
| 00624 |   | 00130  | 3411365  | 5/29/20  | 6          | 67 STONE 19.62 |
| 00624 |   | 00130  | 3412530  | 6/11/20  | 6          | 67 STONE 19.62 |
| 00624 |   | 00130  | 3412689  | 6/12/20  | 6          | 67 STONE 18.27 |
| 00624 |   | 00130  | 3412814  | 6/15/20  | 6          | 67 STONE 18.54 |
| 00624 |   | 00130  | 3412870  | 6/16/20  | 6          | 67 STONE 17.82 |
| 00624 |   | 00130  | 3412899  | 6/16/20  | 6          | 67 STONE 18.64 |
| 00624 |   | 00130  | 3412976  | 6/17/20  | 6          | 67 STONE 18.61 |
| 00624 |   | 00130  | 3413177  | 6/18/20  | 6          | 67 STONE 17.65 |
| 00624 |   | 00130  | 3413267  | 6/18/20  | 6          | 67 STONE 17.44 |
| 00624 |   | 00130  | 3413363  | 6/19/20  | 6          | 67 STONE 17.93 |
| 00624 |   | 00130  | 3413545  | 6/22/20  | 6          | 67 STONE 18.25 |
| 00624 |   | 00130  | 3413606  | 6/23/20  | 6          | 67 STONE 18.52 |
| 00624 |   | 00130  |          |          | 6          | 67 STONE 17.86 |

STORM SEWER  
430.70 -

# APPENDIX 5

DATE 1/05/23  
TIME 15.12.09

COLUMBIA - WEST 7TH STREET

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

PAGE 3

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS           |
|-------|---|--------|----------|---------|------------|----------------|
| 00624 |   | 00130  | 3413639  | 6/23/20 | 6          |                |
| 00624 |   | 00130  | 3413737  | 6/24/20 | 6          | 67 STONE 18.03 |
| 00624 |   | 00130  | 3413777  | 6/25/20 | 6          | 67 STONE 17.80 |
| 00624 |   | 00130  | 3413818  | 6/25/20 | 6          | 67 STONE 18.23 |
| 00624 |   | 00130  | 3413831  | 6/25/20 | 6          | 67 STONE 18.58 |
| 00624 |   | 00130  | 3413918  | 6/26/20 | 6          | 67 STONE 18.97 |
| 00624 |   | 00130  | 3414014  | 6/29/20 | 6          | 67 STONE 18.64 |
| 00624 |   | 00130  | 3414137  | 6/30/20 | 6          | 67 STONE 19.18 |
| 00624 |   | 00130  | 3414146  | 6/30/20 | 6          | 67 STONE 17.87 |
| 00624 |   | 00130  | 3414152  | 6/30/20 | 6          | 67 STONE 18.02 |
| 00624 |   | 00130  | 3414249  | 7/01/20 | 6          | 67 STONE 19.23 |
| 00624 |   | 00130  | 3414277  | 7/01/20 | 6          | 67 STONE 18.16 |
| 00624 |   | 00130  | 3414300  | 7/02/20 | 6          | 67 STONE 17.93 |
| 00624 |   | 00130  | 3414316  | 7/02/20 | 6          | 67 STONE 16.94 |
| 00624 |   | 00130  | 3414342  | 7/02/20 | 6          | 67 STONE 18.39 |
| 00624 |   | 00130  | 3414370  | 7/06/20 | 6          | 67 STONE 18.67 |
| 00624 |   | 00130  | 3414380  | 7/06/20 | 6          | 67 STONE 17.01 |
| 00624 |   | 00130  | 3414386  | 7/06/20 | 6          | 67 STONE 18.06 |
| 00624 |   | 00130  | 3414461  | 7/07/20 | 6          | 67 STONE 17.64 |
| 00624 |   | 00130  | 3414470  | 7/07/20 | 6          | 67 STONE 17.35 |
| 00624 |   | 00130  | 3414925  | 7/13/20 | 6          | 67 STONE 18.15 |
| 00624 |   | 00130  | 3414941  | 7/13/20 | 6          | 67 STONE 18.16 |
| 00624 |   | 00130  | 3415014  | 7/14/20 | 6          | 67 STONE 17.04 |
| 00624 |   | 00130  | 3415194  | 7/16/20 | 6          | 67 STONE 18.53 |
| 00624 |   | 00130  | 3415212  | 7/16/20 | 6          | 67 STONE 17.45 |
| 00624 |   | 00130  | 3415244  | 7/16/20 | 6          | 67 STONE 18.49 |
| 00624 |   | 00130  | 3415334  | 7/17/20 | 6          | 67 STONE 17.76 |
| 00624 |   | 00130  | 3415371  | 7/17/20 | 6          | 67 STONE 18.44 |
| 00624 |   | 00130  | 3415530  | 7/20/20 | 6          | 67 STONE 18.12 |
| 00624 |   | 00130  | 3415622  | 7/21/20 | 6          | 67 STONE 18.22 |
| 00624 |   | 00130  | 3416060  | 7/27/20 | 6          | 67 STONE 18.66 |
| 00624 |   | 00130  | 3416246  | 7/26/20 | 6          | 67 STONE 18.02 |
| 00624 |   | 00130  | 3416544  | 7/30/20 | 6          | 67 STONE 18.63 |
| 00624 |   | 00130  | 3416628  | 7/31/20 | 6          | 67 STONE 19.32 |
| 00624 |   | 00130  | 3416633  | 7/31/20 | 6          | 67 STONE 17.48 |
| 00624 |   | 00130  | 3416889  | 8/04/20 | 6          | 67 STONE 16.44 |
| 00624 |   | 00130  | 3416964  | 8/05/20 | 6          | 67 STONE 14.06 |
| 00624 |   | 00130  | 3416970  | 8/05/20 | 6          | 67 STONE 14.54 |
| 00624 |   | 00130  | 3416979  | 8/05/20 | 6          | 67 STONE 13.92 |
| 00624 |   | 00130  | 3417035  | 8/06/20 | 6          | 67 STONE 15.23 |
| 00624 |   | 00130  | 3417208  | 8/07/20 | 6          | 67 STONE 14.82 |
| 00624 |   | 00130  | 3417610  | 8/13/20 | 6          | 67 STONE 16.51 |
| 00624 |   | 00130  | 3417621  | 8/13/20 | 6          | 67 STONE 15.09 |
| 00624 |   | 00130  | 3417630  | 8/13/20 | 6          | 67 STONE 15.81 |
| 00624 |   | 00130  | 3417637  | 8/13/20 | 6          | 67 STONE 15.15 |
| 00624 |   | 00130  | 3417641  | 8/13/20 | 6          | 67 STONE 15.05 |
| 00624 |   | 00130  | 3418038  | 8/20/20 | 6          | 67 STONE 15.67 |
| 00624 |   | 00130  | 3418171  | 8/21/20 | 6          | 67 STONE 15.59 |
| 00624 |   | 00130  | 3418208  | 8/21/20 | 6          | 67 STONE 15.12 |
| 00624 |   | 00130  | 3418220  | 8/21/20 | 6          | 67 STONE 17.26 |
| 00624 |   | 00130  | 3418250  | 8/24/20 | 6          | 67 STONE 17.07 |
| 00624 |   | 00130  |          |         | 6          | 67 STONE 15.85 |

EST# N/P

# APPENDIX 5

DATE 1/05/23  
TIME 15.12.09

L & G CONSTRUCTION CO. INC  
STONE TICKET TRANSACTIONS BY JOB

ST1070

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COLUMBIA - WEST 7TH STREET

| JOB # | X | VENDOR | TICKET # | DATE    | STONE CODE | TONS     | EST#  | N/P |
|-------|---|--------|----------|---------|------------|----------|-------|-----|
| 00624 |   | 00130  | 3418256  | 8/24/20 | 6          | 67 STONE | 15.16 |     |
| 00624 |   | 00130  | 3418260  | 8/24/20 | 6          | 67 STONE | 16.43 |     |
| 00624 |   | 00130  | 3418278  | 8/24/20 | 6          | 67 STONE | 15.98 |     |
| 00624 |   | 00130  | 3418291  | 8/24/20 | 6          | 67 STONE | 15.88 |     |
| 00624 |   | 00130  | 3418348  | 8/25/20 | 6          | 67 STONE | 17.37 |     |
| 00624 |   | 00130  | 3418357  | 8/26/20 | 6          | 67 STONE | 16.07 |     |
| 00624 |   | 00130  | 3418391  | 8/25/20 | 6          | 67 STONE | 15.58 |     |
| 00624 |   | 00130  | 3418425  | 8/26/20 | 6          | 67 STONE | 16.70 |     |
| 00624 |   | 00130  | 3418439  | 8/26/20 | 6          | 67 STONE | 16.84 |     |
| 00624 |   | 00130  | 3418455  | 8/26/20 | 6          | 67 STONE | 15.56 |     |
| 00624 |   | 00130  | 3418492  | 8/26/20 | 6          | 67 STONE | 16.27 |     |
| 00624 |   | 00130  | 3418545  | 8/27/20 | 6          | 67 STONE | 16.53 |     |
| 00624 |   | 00130  | 3418583  | 8/27/20 | 6          | 67 STONE | 16.76 |     |
| 00624 |   | 00130  | 3418656  | 8/28/20 | 6          | 67 STONE | 13.41 |     |
| 00624 |   | 00130  | 3418676  | 8/28/20 | 6          | 67 STONE | 13.89 |     |
| 00624 |   | 00130  | 3418743  | 9/01/20 | 6          | 67 STONE | 14.73 |     |
| 00624 |   | 00130  | 3418797  | 9/02/20 | 6          | 67 STONE | 14.35 |     |
| 00624 |   | 00130  | 3418843  | 9/02/20 | 6          | 67 STONE | 13.79 |     |
| 00624 |   | 00130  | 3470169  | 9/22/21 | 6          | 67 STONE | 20.61 |     |
| 00624 |   | 00130  | 3616030  | 7/24/20 | 6          | 67 STONE | 16.17 |     |

GRAND TOTALS -

3201.18

BEGIN DT - 1/01/19  
END DT - 1/05/23  
VENDOR -  
JOB - 624  
PRODUCT - 6  
NO-PAY -

## Theresa Buie

---

**From:** Theresa Buie  
**Sent:** Thursday, October 27, 2022 12:30 PM  
**To:** Stacey Frisbee; wdemoss@sessionspaving.com  
**Cc:** gharper@columbiatn.com; Kenny Freer; Ben Lawwell; Connie Stafford; Cathy Lewis; Scott Niesen; Kevin Guenther  
**Subject:** RE: Columbia West 7th - DEADLINE Quantity Disputes and Argument of LDs  
**Attachments:** RE: Columbia - Material Certifications

**Importance:** High

| Tracking: | Recipient                  | Delivery                       | Read                      |
|-----------|----------------------------|--------------------------------|---------------------------|
|           | Stacey Frisbee             |                                |                           |
|           | wdemoss@sessionspaving.com |                                |                           |
|           | gharper@columbiatn.com     |                                |                           |
|           | Kenny Freer                | Delivered: 10/27/2022 12:35 PM | Read: 10/27/2022 1:26 PM  |
|           | Ben Lawwell                | Delivered: 10/27/2022 12:35 PM | Read: 12/1/2022 10:34 AM  |
|           | Connie Stafford            | Delivered: 10/27/2022 12:35 PM | Read: 10/27/2022 2:36 PM  |
|           | Cathy Lewis                | Delivered: 10/27/2022 12:35 PM | Read: 10/28/2022 9:48 AM  |
|           | Scott Niesen               | Delivered: 10/27/2022 12:35 PM | Read: 10/31/2022 12:17 PM |
|           | Kevin Guenther             | Delivered: 10/27/2022 12:35 PM |                           |

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: DEADLINE Quantity Disputes and Argument of LDs**

Hi Stacey – Wayne,

The request for TDOT LDO to extend the Deadline for Contract Finalization was not taken lightly by TDOT. TDOT has allowed for the extension because the City of Columbia assessed Liquidated Damages against Sessions Paving. There is no ground to extend past what was requested by Sessions. The schedule in this email chain is not being upheld by Sessions. Should the date be surpassed without all Final Documents and Final Payment with proof of the canceled check be submitted by the City of Columbia to TDOT LDO, the city will not be reimbursed 80% of the FHWA Participated items in the Final Payment. When all is said and done, if the Deadline is going to be missed, the city will only pay Sessions 20% for the FHWA Participated items in the Final Payment.

RaganSmith, in following the schedule, will be forced to Finalize the Contract by making deductions for what has not been properly certified (see attached email). This email stands as the continued efforts to move forward and Finalize this Contract within allowed time to make full payment to Sessions Paving. As you can see from the schedule below, Sessions is stripping away the ability to meet the Deadline.

Sincerely,





## Theresa A Dekker-Buie

CONTRACT SPECIALIST

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

**From:** Theresa Buie

**Sent:** Monday, October 10, 2022 9:50 PM

**To:** Stacey Frisbee <sfrisbee@sessionspaving.com>; wdemoss@sessionspaving.com

**Cc:** gharper@columbiatn.com; Kenny Freer <KFreer@ragansmith.com>; Ben Lawwell <blawwell@ragansmith.com>;

Connie Stafford <CStafford@ragansmith.com>; Cathy Lewis <CLewis@ragansmith.com>; Scott Niesen

<sniesen@ragansmith.com>; Kevin Guenther <kguenther@ragansmith.com>

**Subject:** RE: Columbia West 7th - DEADLINE Quantity Disputes and Argument of LDs

**Importance:** High

**PIN:** 121512.00

**SPN:** 60LPLM-F3-023, **FPN:** TAP/STP-99(52)

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject:** DEADLINE Quantity Disputes and Argument of LDs

Hi Stacey - Wayne,

Sessions Paving requested an extension of the deadline date from November 30, 2022, to March 31, 2023 (attached email titled Columbia West 7<sup>th</sup> – DRAFT of FINAL Quantities), as provided by TDOT LDO. The City of Columbia has submitted a request for extension, and we provide the following task schedule to keep within the date requested by Sessions Paving.

- **October 7, 2022: Deadline for Sessions to submit all disputed quantities and argument of LDs to RaganSmith**
- October 14, 2022: RaganSmith to respond to all disputed quantities and argument of LDs to Sessions on or before
- October 21, 2022: Sessions deadline to counter respond
- October 28, 2022: City of Columbia / RaganSmith to accept or deny quantities and or hold a Teams Meeting with Sessions Paving on or before
- November 4, 2022: Final Change Orders emailed on or before this date to City and Sessions for concurrence with a deadline of November 10, 2022
- November 11, 2022: RaganSmith will email final Change Orders to TDOT LDO for review and approval
- December 12, 2022: Anticipated approval from TDOT LDO. Distribution of Final Change Orders to be executed by Sessions and Surety, and returned to the city
- January 2023: Final Change Orders added to the City's Council Meeting Agenda for February
- February 2023: Council Meeting
- March 2023: Final Payment made to Sessions Paving
- March 31, 2023: City to prepare and submit all paperwork for Final Invoice to TDOT LDO for reimbursement

The disputed quantities and detailed argument of LDs has not been provided by Sessions Paving. RaganSmith will move to processing the Final Change Orders with the quantities that have been in place and paid more than 6 months ago and with most pay items known for more than 6 months. LD's will stand as applied and withheld.

Material Certifications outstanding will be addressed and deducted after we first address the impact with the City of Columbia. The list is in another email chain and will be updated in detail. Some certifications were provided by manufacturers but were not detailed on a T-2 by pay item number, signed, and notarized by the appropriate subcontractor. See attached emails sent on 9/20/2022, 9/21/2022, and 9/28/2022 (Material Certifications). Once I

produce the final shortfall in material certifications from any recent submittal of requested T-2's, another email will follow addressing the full list. We believe the larger impact on materials not certified are listed below.

| Pay Item                                                                                                                              | Short Certification                                             |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 209-03.20, Filter Sock (8 Inch)<br>with QPL material utilized)                                                                        | 300.0 LF total for deduct \$3,600.00 (T-2 Signed and Notarized) |
| 714-08.20, Foundation (only) for Light Standard<br>with Certified Mill Analysis for #2 and #4 bar reinforcing steel and Buy America)  | 20.0 EA total for deduct \$26,000.00 (T-2 Signed and Notarized) |
| 714-08.20a, Foundation (only) for Light Standard<br>with Certified Mill Analysis for #4 and #6 bar reinforcing steel and Buy America) | 17.0 EA total for deduct \$44,625.00 (T-2 Signed and Notarized) |

Thank you,



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

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---

**From:** Theresa Buie

**Sent:** Thursday, September 29, 2022 2:22 PM

**To:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; [wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)

**Cc:** [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>;

Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>; Scott Niesen

<[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>; Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DEADLINE Quantity Disputes and Argument of LDs

**Importance:** High

**PIN: 121512.00**

**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject: DEADLINE Quantity Disputes and Argument of LDs**

Stacey – Wayne,

This is not acceptable. The quantities have been known for 6 months and most pay items even longer. The City of Columbia will not be held to unsupported disputes and the expense of a lengthy argument. Sessions is to show documented evidence that was provided in keeping with Contract requirements.

Early on in construction, it was made clear that process and procedure within the Contract will be followed from the Execution of the Contract through Finalization. Sessions contractual obligation to follow proper process and procedure includes anything that could arise during construction. Sessions Paving is to provide evidence of proper notification in keeping with Standard Specifications Section(s) 104.02, 104.03, and 105.16 accordingly addressing each pay item in dispute or location of unexpected condition when discovered. The City of Columbia, in keeping with the Contract, points to Standard Specification 107.18 where no claims against them will be considered except those filed in accordance with 105.16.

Specific detailed argument for additional Contract Days must be provided along with all disputed quantities.

Documentation must be provided per the Contract Method of Measurement and Basis of Payment for each respective pay item. Plan "Take-off" quantities are not acceptable documentation. Changes were made during construction, both adding work and taking away work. Proper quantification of payment is documented daily with location(s) and measurements accordingly per each pay item. Review and consideration will be provided for each pay item where

proper documentation is provided by close of business on **Friday, October 7, 2022**. The reason for this short deadline is because this documentation was required to be maintained daily during construction. Quantities have been known for 6 months and in many cases longer.

Should proper documentation not be provided as identified, the City of Columbia will move to Finalizing this Contract and will submit to Sessions the Final Summary Change Order.

Thank you,



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

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mobile: (423) 790-4485

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---

**From:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>

**Sent:** Thursday, September 29, 2022 9:58 AM

**To:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>; [wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)

**Cc:** [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>;

Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>; Scott Niesen

<[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DEADLINE Quantity Disputes and Argument of LDs

*Theresa, L&G has contacted Weatherford for the surveying and they will be mobilizing soon. But, they will not have the disputed quantities compiled by October 7<sup>th</sup>.*

---

**From:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>

**Sent:** Tuesday, September 27, 2022 12:20 PM

**To:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; Wayne DeMoss <[wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)>

**Cc:** [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>;

Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>; Scott Niesen

<[sniesen@ragansmith.com](mailto:sniesen@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DEADLINE Quantity Disputes and Argument of LDs

**Importance:** High

**PIN:** 121512.00

**SPN:** 60LPLM-F3-023, **FPN:** TAP/STP-99(52)

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject:** Quantities and Dispute of LDs

Stacey – Wayne,

We will hold from addressing the extended date on this email, but will identify that we must set a deadline date to obtain 100% of any disputed quantities and argument in specific detail for LD's. The quantities have been known by Sessions since acceptance of the last payment accepted by Sessions on 3/29/2022. The deadline to provide what we need to move forward identified here in this email is Friday, October 7, 2022.

For any case to be considered to request an extension from TDOT LDO we must establish pursuit of Finalization.

- **October 7, 2022: Deadline for Sessions to submit quantities and argument of LDs to RaganSmith**

Thank you,





**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

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---

**From:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>

**Sent:** Friday, September 23, 2022 10:37 AM

**To:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>; [wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)

**Cc:** [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>;

Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DRAFT of FINAL Quantities

*Theresa, Our subcontractor has requested the date be extended until March 31, 2023 for the following reasons:*

- 1. There were at least four different inspectors assigned to the project resulting in discrepancies in quantities.*
- 2. Discussion is needed concerning liquidated damages due to delays from unknown utility locations, unforeseen work conditions, utility pole relocations and project stoppages due to AT&T conduit issues.*

*Our subcontractor needs time to have the project surveyed and to assess final quantities.*

*Thanks, Stacey*

---

**From:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>

**Sent:** Wednesday, September 21, 2022 3:41 PM

**To:** Wayne DeMoss <[wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)>

**Cc:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>;

Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis

<[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DRAFT of FINAL Quantities

Thank you Wayne for the phone call and email. We appreciate your time and hope Sessions Paving understands TDOT's push to close projects. The program of being able to capture FHWA Funds is of great benefit and TDOT does not want to jeopardize the loss of funding; nor anyone else.

We will give Sessions a few days to identify a specified date so we may move forward, and discuss this further with TDOT LDO.

Kind Regards,



**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

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---

**From:** Wayne DeMoss <[wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)>

**Sent:** Wednesday, September 21, 2022 12:05 PM

**To:** Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)>

**Cc:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>

**Subject:** Re: Columbia West 7th - DRAFT of FINAL Quantities

**Importance:** High

Theresa,

Stacey is out of the office today 9/21 it will be 9/22 at the earliest before we can send a response.

Wayne Demoss

Safety Director / Human Resource

Sessions Paving Company

On Sep 21, 2022, at 10:49 AM, Theresa Buie <[TBuie@ragansmith.com](mailto:TBuie@ragansmith.com)> wrote:

**PIN: 121512.00**

**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject: DRAFT of FINAL Quantities**

Greetings Stacey – Wayne,

With today being 9/21/2022, it is impossible for the City of Columbia to meet the deadline imposed by TDOT LDO of 11/30/2022 due to processes to Finalize the Contract. We need a response regarding this email so we may attempt to obtain an extension. We must lockdown a date that we will receive either acknowledgment of the DRAFT Final Quantities or a complete list if a dispute exists. We cannot open-end the Finalization of this Contract. If we do not hear back from Sessions Paving by the close of business today, we will provide the Final Summary Change Order with a deadline to accept with the Final Quantities being what we have already identified.

Should the City of Columbia not receive an extension to Finalize this Contract, FHWA Funds can be lost and in turn not paid to Sessions Paving.

Sincerely,

<image001.png>

**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

---

**From:** Theresa Buie  
**Sent:** Wednesday, September 7, 2022 12:31 PM  
**To:** 'Stacey Frisbee' <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; '[wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)' <[wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)>  
**Cc:** [gharper@columbiatn.com](mailto:gharper@columbiatn.com); Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>  
**Subject:** RE: Columbia West 7th - DRAFT of FINAL Quantities  
**Importance:** High

**PIN: 121512.00**  
**SPN: 60LPLM-F3-023, FPN: TAP/STP-99(52)**  
**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**  
**Subject: DRAFT of FINAL Quantities**

Greetings Stacey – Wayne,  
TDOT LDO has set a deadline date of **November 30, 2022** for the City of Columbia to submit for “Final” Invoice Reimbursement of FHWA Funds. The City of Columbia cannot submit the “Final” Invoice until 100% of everything is submitted to TDOT LDO and Sessions is Paid-In-Full with full execution of the Final Summary Change Order and the canceled check that the city has paid Sessions.

The deadline is an incredible challenge if not a miracle to meet at this point. Here is what we are faced with...(see below). We can try to push for an extension with TDOT LDO but they are being less than forgiving due to constraint enforced by FHWA. Our only chance of an extension will be to prove everyone is pushing quickly through this process.

- Final Change Order fully processed and provided to the City of Columbia for Council Meeting by **September 23, 2022** for their meeting on October 13, 2022. The following must take place to meet this submittal.
  - 9/??/22 Acceptance of DRAFT Final Quantities: RaganSmith must have acknowledgment that we are in a good position to put together the Final Change Orders. In the past we processed the Final Change Orders and then had to go back a number of times to change quantities. For this reason, RaganSmith must have acknowledgement of the DRAFT Final Quantities to try to prevent reprocessing of Final Change Orders.
  - 9/??/22 RaganSmith will produce the Final Change Orders and email to Sessions and the City of Columbia for “Concurrence”.
  - 9/??/22 Following Concurrence, RaganSmith will email the Final Change Orders to TDOT LDO for review and approval.
  - 9/??/22 Once TDOT LDO has provided approval, RaganSmith will email distribute the Final Change Orders to Sessions for execution by Sessions and Surety.
  - **9/23/22 Deadline** for Sessions to provide the executed Final Change Orders to the City of Columbia for final execution. This must be done through a formal Council Meeting. The agenda is produced three weeks ahead of the Council Meeting date of October 13, 2022.
  - 10/??/22 Check provided to Sessions for Final Payment
  - **11/30/22 Canceled check and Final Invoice is provided by the City of Columbia to TDOT LDO for 80% reimbursement of the FHWA Funds.**
- We must be provided the outstanding material certifications to also ensure that FHWA will not pull their 80% participation due to missing or improper material certification. This will all tie into producing the Final Quantities.

Obviously if the City of Columbia cannot be reimbursed the 80% of FHWA Funding for the Final Payment, that impact could transfer to Sessions if Sessions has not taken proven steps to make this quickly happen.

<image001.png>

## Theresa A Dekker-Buie

### CONTRACT SPECIALIST

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)

---

**From:** Theresa Buie

**Sent:** Monday, August 29, 2022 1:18 PM

**To:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; [wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)

**Cc:** Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>

**Subject:** RE: Columbia West 7th - DRAFT of FINAL Quantities

**PIN:** 121512.00

**SPN:** 60LPLM-F3-023, **FPN:** TAP/STP-99(52)

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject:** DRAFT of FINAL Quantities

Greetings Stacey,

While working through other aspects of Contract Finalization, I found a quantity that will need to be increased.

795-12.02, Removal of Existing Line

Currently This is paid at 0.66 Lump Sum. We will increase this to 1.00 Lump Sum on the Final Payment.

Thank you,

<image001.png>

## Theresa A Dekker-Buie

### CONTRACT SPECIALIST

office: (423) 490-9400

mobile: (423) 790-4485

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---

**From:** Theresa Buie

**Sent:** Friday, August 19, 2022 4:45 PM

**To:** Stacey Frisbee <[sfrisbee@sessionspaving.com](mailto:sfrisbee@sessionspaving.com)>; [wdemoss@sessionspaving.com](mailto:wdemoss@sessionspaving.com)

**Cc:** Kevin Guenther <[kguenther@ragansmith.com](mailto:kguenther@ragansmith.com)>; Kenny Freer <[KFreer@ragansmith.com](mailto:KFreer@ragansmith.com)>; Ben Lawwell <[blawwell@ragansmith.com](mailto:blawwell@ragansmith.com)>; Connie Stafford <[CStafford@ragansmith.com](mailto:CStafford@ragansmith.com)>; Cathy Lewis <[CLewis@ragansmith.com](mailto:CLewis@ragansmith.com)>

**Subject:** Columbia West 7th - DRAFT of FINAL Quantities

**Importance:** High

**PIN:** 121512.00

**SPN:** 60LPLM-F3-023, **FPN:** TAP/STP-99(52)

**City of Columbia, West 7<sup>th</sup> Multimodal Streetscape**

**Subject:** DRAFT of FINAL Quantities

Greetings Stacey,

I have attached a DRAFT of the Final Quantities. Disregard final dollar figures. We have system things to work through. Our goal here is to address only the FINAL Quantities in the attached so we may move forward with other processing.

As for Liquidated Damages; confirmed is 315 LDs and 61 LDs under review. Please let me know as soon as possible where Sessions stands on the FINAL Quantities shown on the attached.

Thank you,

<image002.png>

**Theresa A Dekker-Buie**

**CONTRACT SPECIALIST**

office: (423) 490-9400

mobile: (423) 790-4485

[ragansmith.com](http://ragansmith.com)



RaganSmith

# Ragan-Smith Associates, Inc.

## Change Order Details

121512.00

|                           |                                                                            |
|---------------------------|----------------------------------------------------------------------------|
| Description               | Columbia Multimodal Streetscape                                            |
| Prime Contractor          | SESSIONS PAVING<br>P.O. BOX 90266<br>NASHVILLE, TN 37209                   |
| Change Order              | 9 Appia CO #9. TDOT Change Order No. 5revised (Final Summary Change Order) |
| Status                    | Approved                                                                   |
| Date Created              | 02/27/2023                                                                 |
| Summary                   | Balancing Change Order for Final Payment                                   |
| Change Order Description  | Balancing Change Order for Final Payment                                   |
| Awarded Project Amount    | \$6,238,803.85                                                             |
| Authorized Project Amount | \$6,273,915.60                                                             |
| Change Order Amount       | -\$555,599.46                                                              |
| Revised Project Amount    | \$5,718,316.14                                                             |

Increases/Decreases

| Line Number                            | Item ID   | Unit | Unit Price       | Current  |             | Change   |             | Revised  |            |
|----------------------------------------|-----------|------|------------------|----------|-------------|----------|-------------|----------|------------|
|                                        |           |      |                  | Quantity | Amount      | Quantity | Amount      | Quantity | Amount     |
| Section: 1 - ROADWAY                   |           |      |                  |          |             |          |             |          |            |
| 0030                                   | 202-01.50 | EA   | \$750.000        | 18.000   | \$13,500.00 | -8.000   | -\$6,000.00 | 10.000   | \$7,500.00 |
| REMOVAL OF STRUCTURES AND OBSTRUCTIONS |           |      |                  |          |             |          |             |          |            |
| Reason: Balancing Change Order         |           |      |                  |          |             |          |             |          |            |
|                                        |           |      | Funding Details  |          |             |          |             |          |            |
|                                        |           |      | NON-PARTICIPATED | 0.000    | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                        |           |      | PARTICIPATED     | 18.000   | \$13,500.00 | -8.000   | -\$6,000.00 | 10.000   | \$7,500.00 |
| 0040                                   | 202-02.21 | LF   | \$20.000         | 127.000  | \$2,540.00  | -63.000  | -\$1,260.00 | 64.000   | \$1,280.00 |
| REMOVAL OF PIPE (12" DIA PIPES)        |           |      |                  |          |             |          |             |          |            |
| Reason: Balancing Change Order         |           |      |                  |          |             |          |             |          |            |
|                                        |           |      | Funding Details  |          |             |          |             |          |            |
|                                        |           |      | NON-PARTICIPATED | 0.000    | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                        |           |      | PARTICIPATED     | 127.000  | \$2,540.00  | -63.000  | -\$1,260.00 | 64.000   | \$1,280.00 |
| 0050                                   | 202-02.22 | LF   | \$20.000         | 307.000  | \$6,140.00  | 84.000   | \$1,680.00  | 391.000  | \$7,820.00 |
| REMOVAL OF PIPE (15" DIA PIPES)        |           |      |                  |          |             |          |             |          |            |
| Reason: Balancing Change Order         |           |      |                  |          |             |          |             |          |            |



| Line Number                               | Item ID   | Unit | Unit Price       | Current         |             | Change   |             | Revised   |             |
|-------------------------------------------|-----------|------|------------------|-----------------|-------------|----------|-------------|-----------|-------------|
|                                           |           |      |                  | Quantity        | Amount      | Quantity | Amount      | Quantity  | Amount      |
|                                           |           |      |                  | Funding Details |             |          |             |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 307.000         | \$6,140.00  | 84.000   | \$1,680.00  | 391.000   | \$7,820.00  |
| 0060                                      | 202-02.23 | LF   | \$24.000         | 345.000         | \$8,280.00  | 43.000   | \$1,032.00  | 388.000   | \$9,312.00  |
| REMOVAL OF PIPE (18" DIA PIPES)           |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |             |           |             |
|                                           |           |      |                  | Funding Details |             |          |             |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 345.000         | \$8,280.00  | 43.000   | \$1,032.00  | 388.000   | \$9,312.00  |
| 0070                                      | 202-03    | SY   | \$15.000         | 3,334.000       | \$50,010.00 | 287.090  | \$4,306.35  | 3,621.090 | \$54,316.35 |
| REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC. |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |             |           |             |
|                                           |           |      |                  | Funding Details |             |          |             |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 3,334.000       | \$50,010.00 | 287.090  | \$4,306.35  | 3,621.090 | \$54,316.35 |
| 0080                                      | 202-03.01 | SY   | \$8.000          | 2,486.000       | \$19,888.00 | -227.500 | -\$1,820.00 | 2,258.500 | \$18,068.00 |
| REMOVAL OF ASPHALT PAVEMENT               |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |             |           |             |

| Line Number                         | Item ID   | Unit | Unit Price       | Current         |             | Change   |             | Revised   |             |
|-------------------------------------|-----------|------|------------------|-----------------|-------------|----------|-------------|-----------|-------------|
|                                     |           |      |                  | Quantity        | Amount      | Quantity | Amount      | Quantity  | Amount      |
|                                     |           |      |                  | Funding Details |             |          |             |           |             |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                     |           |      | PARTICIPATED     | 2,486.000       | \$19,888.00 | -227.500 | -\$1,820.00 | 2,258.500 | \$18,068.00 |
| 0090                                | 202-08.10 | LF   | \$7.500          | 2,663.000       | \$19,972.50 | 276.000  | \$2,070.00  | 2,939.000 | \$22,042.50 |
| REMOVAL OF CURB (POST CURB)         |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order      |           |      |                  |                 |             |          |             |           |             |
|                                     |           |      |                  | Funding Details |             |          |             |           |             |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                     |           |      | PARTICIPATED     | 2,663.000       | \$19,972.50 | 276.000  | \$2,070.00  | 2,939.000 | \$22,042.50 |
| 0110                                | 203-03.01 | CY   | \$60.000         | 62.000          | \$3,720.00  | -62.000  | -\$3,720.00 | 0.000     | \$0.00      |
| BORROW EXCAVATION (SELECT MATERIAL) |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order      |           |      |                  |                 |             |          |             |           |             |
|                                     |           |      |                  | Funding Details |             |          |             |           |             |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000     | \$0.00      |
|                                     |           |      | PARTICIPATED     | 62.000          | \$3,720.00  | -62.000  | -\$3,720.00 | 0.000     | \$0.00      |
| 0120                                | 203-06    | MG   | \$10.000         | 300.000         | \$3,000.00  | -300.000 | -\$3,000.00 | 0.000     | \$0.00      |
| WATER                               |           |      |                  |                 |             |          |             |           |             |
| Reason: Balancing Change Order      |           |      |                  |                 |             |          |             |           |             |

| Line Number                       | Item ID   | Unit | Unit Price       | Current         |             | Change   |             | Revised  |            |
|-----------------------------------|-----------|------|------------------|-----------------|-------------|----------|-------------|----------|------------|
|                                   |           |      |                  | Quantity        | Amount      | Quantity | Amount      | Quantity | Amount     |
|                                   |           |      |                  | Funding Details |             |          |             |          |            |
|                                   |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                   |           |      | PARTICIPATED     | 300.000         | \$3,000.00  | -300.000 | -\$3,000.00 | 0.000    | \$0.00     |
| 0130                              | 203-07    | CY   | \$30.000         | 445.000         | \$13,350.00 | -156.110 | -\$4,683.30 | 288.890  | \$8,666.70 |
| FURNISHING & SPREADING TOPSOIL    |           |      |                  |                 |             |          |             |          |            |
| Reason: Balancing Change Order    |           |      |                  |                 |             |          |             |          |            |
|                                   |           |      |                  | Funding Details |             |          |             |          |            |
|                                   |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                   |           |      | PARTICIPATED     | 445.000         | \$13,350.00 | -156.110 | -\$4,683.30 | 288.890  | \$8,666.70 |
| 0140                              | 204-08.01 | CY   | \$225.000        | 32.000          | \$7,200.00  | 1.000    | \$225.00    | 33.000   | \$7,425.00 |
| BACKFILL MATERIAL (FLOWABLE FILL) |           |      |                  |                 |             |          |             |          |            |
| Reason: Balancing Change Order    |           |      |                  |                 |             |          |             |          |            |
|                                   |           |      |                  | Funding Details |             |          |             |          |            |
|                                   |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                   |           |      | PARTICIPATED     | 32.000          | \$7,200.00  | 1.000    | \$225.00    | 33.000   | \$7,425.00 |
| 0150                              | 209-03.20 | LF   | \$12.000         | 600.000         | \$7,200.00  | -300.000 | -\$3,600.00 | 300.000  | \$3,600.00 |
| FILTER SOCK (8 INCH)              |           |      |                  |                 |             |          |             |          |            |
| Reason: Balancing Change Order    |           |      |                  |                 |             |          |             |          |            |

| Line Number                         | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised  |            |
|-------------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|----------|------------|
|                                     |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount     |
|                                     |           |      |                  | Funding Details |            |          |             |          |            |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                     |           |      | PARTICIPATED     | 600.000         | \$7,200.00 | -300.000 | -\$3,600.00 | 300.000  | \$3,600.00 |
| 0160                                | 209-05    | CY   | \$5.000          | 100.000         | \$500.00   | -100.000 | -\$500.00   | 0.000    | \$0.00     |
| SEDIMENT REMOVAL                    |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order      |           |      |                  |                 |            |          |             |          |            |
|                                     |           |      |                  | Funding Details |            |          |             |          |            |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                     |           |      | PARTICIPATED     | 100.000         | \$500.00   | -100.000 | -\$500.00   | 0.000    | \$0.00     |
| 0170                                | 209-08.02 | LF   | \$8.000          | 100.000         | \$800.00   | -100.000 | -\$800.00   | 0.000    | \$0.00     |
| TEMPORARY SILT FENCE (WITH BACKING) |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order      |           |      |                  |                 |            |          |             |          |            |
|                                     |           |      |                  | Funding Details |            |          |             |          |            |
|                                     |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                     |           |      | PARTICIPATED     | 100.000         | \$800.00   | -100.000 | -\$800.00   | 0.000    | \$0.00     |
| 0180                                | 209-09.43 | EA   | \$250.000        | 35.000          | \$8,750.00 | -35.000  | -\$8,750.00 | 0.000    | \$0.00     |
| CURB INLET PROTECTION (TYPE 4)      |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order      |           |      |                  |                 |            |          |             |          |            |

| Line Number                                        | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|----------------------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                                    |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
|                                                    |           |      | PARTICIPATED     | 35.000          | \$8,750.00  | -35.000  | -\$8,750.00  | 0.000    | \$0.00      |
| 0190                                               | 303-01    | TN   | \$60.000         | 128.000         | \$7,680.00  | 320.380  | \$19,222.80  | 448.380  | \$26,902.80 |
| MINERAL AGGREGATE, TYPE A BASE, GRADING D          |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order                     |           |      |                  |                 |             |          |              |          |             |
|                                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
|                                                    |           |      | PARTICIPATED     | 128.000         | \$7,680.00  | 320.380  | \$19,222.80  | 448.380  | \$26,902.80 |
| 0200                                               | 303-10.01 | TN   | \$65.000         | 636.000         | \$41,340.00 | -636.000 | -\$41,340.00 | 0.000    | \$0.00      |
| MINERAL AGGREGATE (TYPE 57)                        |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order                     |           |      |                  |                 |             |          |              |          |             |
|                                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
|                                                    |           |      | PARTICIPATED     | 636.000         | \$41,340.00 | -636.000 | -\$41,340.00 | 0.000    | \$0.00      |
| 0210                                               | 307-02.01 | TN   | \$200.000        | 40.000          | \$8,000.00  | 57.940   | \$11,588.00  | 97.940   | \$19,588.00 |
| ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order                     |           |      |                  |                 |             |          |              |          |             |

| Line Number                                           | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised  |             |
|-------------------------------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|----------|-------------|
|                                                       |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount      |
|                                                       |           |      |                  | Funding Details |            |          |             |          |             |
|                                                       |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00      |
|                                                       |           |      | PARTICIPATED     | 40.000          | \$8,000.00 | 57.940   | \$11,588.00 | 97.940   | \$19,588.00 |
| 0220                                                  | 307-02.08 | TN   | \$210.000        | 26.000          | \$5,460.00 | 99.795   | \$20,956.95 | 125.795  | \$26,416.95 |
| ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2 |           |      |                  |                 |            |          |             |          |             |
| Reason: Balancing Change Order                        |           |      |                  |                 |            |          |             |          |             |
|                                                       |           |      |                  | Funding Details |            |          |             |          |             |
|                                                       |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00      |
|                                                       |           |      | PARTICIPATED     | 26.000          | \$5,460.00 | 99.795   | \$20,956.95 | 125.795  | \$26,416.95 |
| 0230                                                  | 402-01    | TN   | \$1,200.000      | 0.370           | \$444.00   | -0.370   | -\$444.00   | 0.000    | \$0.00      |
| BITUMINOUS MATERIAL FOR PRIME COAT (PC)               |           |      |                  |                 |            |          |             |          |             |
| Reason: Balancing Change Order                        |           |      |                  |                 |            |          |             |          |             |
|                                                       |           |      |                  | Funding Details |            |          |             |          |             |
|                                                       |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00      |
|                                                       |           |      | PARTICIPATED     | 0.370           | \$444.00   | -0.370   | -\$444.00   | 0.000    | \$0.00      |
| 0240                                                  | 402-02    | TN   | \$60.000         | 1.370           | \$82.20    | -1.370   | -\$82.20    | 0.000    | \$0.00      |
| AGGREGATE FOR COVER MATERIAL (PC)                     |           |      |                  |                 |            |          |             |          |             |
| Reason: Balancing Change Order                        |           |      |                  |                 |            |          |             |          |             |

| Line Number                            | Item ID   | Unit | Unit Price       | Current         |              | Change   |             | Revised   |              |
|----------------------------------------|-----------|------|------------------|-----------------|--------------|----------|-------------|-----------|--------------|
|                                        |           |      |                  | Quantity        | Amount       | Quantity | Amount      | Quantity  | Amount       |
|                                        |           |      |                  | Funding Details |              |          |             |           |              |
|                                        |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
|                                        |           |      | PARTICIPATED     | 1.370           | \$82.20      | -1.370   | -\$82.20    | 0.000     | \$0.00       |
| 0250                                   | 403-01    | TN   | \$1,500.000      | 2.500           | \$3,750.00   | 1.640    | \$2,460.00  | 4.140     | \$6,210.00   |
| BITUMINOUS MATERIAL FOR TACK COAT (TC) |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order         |           |      |                  |                 |              |          |             |           |              |
|                                        |           |      |                  | Funding Details |              |          |             |           |              |
|                                        |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
|                                        |           |      | PARTICIPATED     | 2.500           | \$3,750.00   | 1.640    | \$2,460.00  | 4.140     | \$6,210.00   |
| 0260                                   | 411-02.10 | TN   | \$165.000        | 664.000         | \$109,560.00 | 379.810  | \$62,668.65 | 1,043.810 | \$172,228.65 |
| ACS MIX(PG70-22) GRADING D             |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order         |           |      |                  |                 |              |          |             |           |              |
|                                        |           |      |                  | Funding Details |              |          |             |           |              |
|                                        |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
|                                        |           |      | PARTICIPATED     | 664.000         | \$109,560.00 | 379.810  | \$62,668.65 | 1,043.810 | \$172,228.65 |
| 0270                                   | 415-01.02 | SY   | \$65.000         | 115.000         | \$7,475.00   | 919.210  | \$59,748.65 | 1,034.210 | \$67,223.65  |
| COLD PLANING BITUMINOUS PAVEMENT       |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order         |           |      |                  |                 |              |          |             |           |              |



| Line Number                                  | Item ID   | Unit | Unit Price       | Current         |              | Change     |              | Revised    |              |
|----------------------------------------------|-----------|------|------------------|-----------------|--------------|------------|--------------|------------|--------------|
|                                              |           |      |                  | Quantity        | Amount       | Quantity   | Amount       | Quantity   | Amount       |
|                                              |           |      |                  | Funding Details |              |            |              |            |              |
|                                              |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                              |           |      | PARTICIPATED     | 115.000         | \$7,475.00   | 919.210    | \$59,748.65  | 1,034.210  | \$67,223.65  |
| 0280                                         | 607-03.02 | LF   | \$125.000        | 1,392.000       | \$174,000.00 | -15.000    | -\$1,875.00  | 1,377.000  | \$172,125.00 |
| 18" CONCRETE PIPE CULVERT (CLASS III)        |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order               |           |      |                  |                 |              |            |              |            |              |
|                                              |           |      |                  | Funding Details |              |            |              |            |              |
|                                              |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                              |           |      | PARTICIPATED     | 1,392.000       | \$174,000.00 | -15.000    | -\$1,875.00  | 1,377.000  | \$172,125.00 |
| 0410                                         | 701-01.01 | SF   | \$9.400          | 10,496.000      | \$98,662.40  | 4,494.960  | \$42,252.62  | 14,990.960 | \$140,915.02 |
| CONCRETE SIDEWALK (4 ")                      |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order               |           |      |                  |                 |              |            |              |            |              |
|                                              |           |      |                  | Funding Details |              |            |              |            |              |
|                                              |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                              |           |      | PARTICIPATED     | 10,496.000      | \$98,662.40  | 4,494.960  | \$42,252.62  | 14,990.960 | \$140,915.02 |
| 0420                                         | 701-01.03 | SF   | \$11.850         | 11,814.000      | \$139,995.90 | -5,199.640 | -\$61,615.73 | 6,614.360  | \$78,380.17  |
| CONCRETE SIDEWALK - 4 " (DECORATIVE/STAMPED) |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order               |           |      |                  |                 |              |            |              |            |              |

| Line Number                     | Item ID   | Unit | Unit Price       | Current         |              | Change     |              | Revised    |              |
|---------------------------------|-----------|------|------------------|-----------------|--------------|------------|--------------|------------|--------------|
|                                 |           |      |                  | Quantity        | Amount       | Quantity   | Amount       | Quantity   | Amount       |
|                                 |           |      |                  | Funding Details |              |            |              |            |              |
|                                 |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                 |           |      | PARTICIPATED     | 11,814.000      | \$139,995.90 | -5,199.640 | -\$61,615.73 | 6,614.360  | \$78,380.17  |
| 0430                            | 701-02.03 | SF   | \$17.850         | 1,784.000       | \$31,844.40  | -423.000   | -\$7,550.55  | 1,361.000  | \$24,293.85  |
| CONCRETE CURB RAMP              |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order  |           |      |                  |                 |              |            |              |            |              |
|                                 |           |      |                  | Funding Details |              |            |              |            |              |
|                                 |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                 |           |      | PARTICIPATED     | 1,784.000       | \$31,844.40  | -423.000   | -\$7,550.55  | 1,361.000  | \$24,293.85  |
| 0440                            | 701-02    | SF   | \$13.150         | 8,670.000       | \$114,010.50 | 2,291.880  | \$30,138.22  | 10,961.880 | \$144,148.72 |
| CONCRETE DRIVEWAY               |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order  |           |      |                  |                 |              |            |              |            |              |
|                                 |           |      |                  | Funding Details |              |            |              |            |              |
|                                 |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000      | \$0.00       |
|                                 |           |      | PARTICIPATED     | 8,670.000       | \$114,010.50 | 2,291.880  | \$30,138.22  | 10,961.880 | \$144,148.72 |
| 0450                            | 702-03    | CY   | \$350.000        | 209.000         | \$73,150.00  | -3.538     | -\$1,238.30  | 205.462    | \$71,911.70  |
| CONCRETE COMBINED CURB & GUTTER |           |      |                  |                 |              |            |              |            |              |
| Reason: Balancing Change Order  |           |      |                  |                 |              |            |              |            |              |

| Line Number                        | Item ID   | Unit | Unit Price       | Current         |             | Change     |             | Revised  |             |
|------------------------------------|-----------|------|------------------|-----------------|-------------|------------|-------------|----------|-------------|
|                                    |           |      |                  | Quantity        | Amount      | Quantity   | Amount      | Quantity | Amount      |
|                                    |           |      |                  | Funding Details |             |            |             |          |             |
|                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000    | \$0.00      |
|                                    |           |      | PARTICIPATED     | 209.000         | \$73,150.00 | -3.538     | -\$1,238.30 | 205.462  | \$71,911.70 |
| 0460                               | 707-08.11 | LF   | \$10.000         | 577.000         | \$5,770.00  | -577.000   | -\$5,770.00 | 0.000    | \$0.00      |
| HIGH-VISIBILITY CONSTRUCTION FENCE |           |      |                  |                 |             |            |             |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |            |             |          |             |
|                                    |           |      |                  | Funding Details |             |            |             |          |             |
|                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000    | \$0.00      |
|                                    |           |      | PARTICIPATED     | 577.000         | \$5,770.00  | -577.000   | -\$5,770.00 | 0.000    | \$0.00      |
| 0480                               | 712-04.01 | EA   | \$50.000         | 60.000          | \$3,000.00  | 40.000     | \$2,000.00  | 100.000  | \$5,000.00  |
| FLEXIBLE DRUMS (CHANNELIZING)      |           |      |                  |                 |             |            |             |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |            |             |          |             |
|                                    |           |      |                  | Funding Details |             |            |             |          |             |
|                                    |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000    | \$0.00      |
|                                    |           |      | PARTICIPATED     | 60.000          | \$3,000.00  | 40.000     | \$2,000.00  | 100.000  | \$5,000.00  |
| 0510                               | 712-06    | SF   | \$9.000          | 1,314.000       | \$11,826.00 | -1,090.000 | -\$9,810.00 | 224.000  | \$2,016.00  |
| SIGNS (CONSTRUCTION)               |           |      |                  |                 |             |            |             |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |            |             |          |             |

| Line Number                                 | Item ID   | Unit | Unit Price       | Current         |             | Change     |             | Revised   |             |
|---------------------------------------------|-----------|------|------------------|-----------------|-------------|------------|-------------|-----------|-------------|
|                                             |           |      |                  | Quantity        | Amount      | Quantity   | Amount      | Quantity  | Amount      |
|                                             |           |      |                  | Funding Details |             |            |             |           |             |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                             |           |      | PARTICIPATED     | 1,314.000       | \$11,826.00 | -1,090.000 | -\$9,810.00 | 224.000   | \$2,016.00  |
| 0530                                        | 713-15.36 | EA   | \$100.000        | 16.000          | \$1,600.00  | -12.000    | -\$1,200.00 | 4.000     | \$400.00    |
| REMOVE SIGN, SUPPORT & FOOTING              |           |      |                  |                 |             |            |             |           |             |
| Reason: Balancing Change Order              |           |      |                  |                 |             |            |             |           |             |
|                                             |           |      |                  | Funding Details |             |            |             |           |             |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                             |           |      | PARTICIPATED     | 16.000          | \$1,600.00  | -12.000    | -\$1,200.00 | 4.000     | \$400.00    |
| 0540                                        | 714-03.01 | LF   | \$13.000         | 3,300.000       | \$42,900.00 | 543.000    | \$7,059.00  | 3,843.000 | \$49,959.00 |
| DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) |           |      |                  |                 |             |            |             |           |             |
| Reason: Balancing Change Order              |           |      |                  |                 |             |            |             |           |             |
|                                             |           |      |                  | Funding Details |             |            |             |           |             |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                             |           |      | PARTICIPATED     | 3,300.000       | \$42,900.00 | 543.000    | \$7,059.00  | 3,843.000 | \$49,959.00 |
| 0550                                        | 714-03.02 | LF   | \$16.200         | 774.000         | \$12,538.80 | -344.000   | -\$5,572.80 | 430.000   | \$6,966.00  |
| DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) |           |      |                  |                 |             |            |             |           |             |
| Reason: Balancing Change Order              |           |      |                  |                 |             |            |             |           |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current   |             | Change     |             | Revised   |             |
|--------------------------------|-----------|------|------------------|-----------|-------------|------------|-------------|-----------|-------------|
|                                |           |      |                  | Quantity  | Amount      | Quantity   | Amount      | Quantity  | Amount      |
|                                |           |      | Funding Details  |           |             |            |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000     | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 774.000   | \$12,538.80 | -344.000   | -\$5,572.80 | 430.000   | \$6,966.00  |
| 0560                           | 714-05.03 | EA   | \$540.000        | 3.000     | \$1,620.00  | 3.000      | \$1,620.00  | 6.000     | \$3,240.00  |
| PULL BOXES (TYPE B)            |           |      |                  |           |             |            |             |           |             |
| Reason: Balancing Change Order |           |      |                  |           |             |            |             |           |             |
|                                |           |      | Funding Details  |           |             |            |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000     | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 3.000     | \$1,620.00  | 3.000      | \$1,620.00  | 6.000     | \$3,240.00  |
| 0570                           | 714-06.02 | LF   | \$0.650          | 3,200.000 | \$2,080.00  | -1,520.000 | -\$988.00   | 1,680.000 | \$1,092.00  |
| CABLE (1/C #12 AWG)            |           |      |                  |           |             |            |             |           |             |
| Reason: Balancing Change Order |           |      |                  |           |             |            |             |           |             |
|                                |           |      | Funding Details  |           |             |            |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000     | \$0.00      | 0.000      | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 3,200.000 | \$2,080.00  | -1,520.000 | -\$988.00   | 1,680.000 | \$1,092.00  |
| 0580                           | 714-06.04 | LF   | \$1.500          | 7,100.000 | \$10,650.00 | 2,700.000  | \$4,050.00  | 9,800.000 | \$14,700.00 |
| CABLE (1/C #8 AWG)             |           |      |                  |           |             |            |             |           |             |
| Reason: Balancing Change Order |           |      |                  |           |             |            |             |           |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |             | Change    |             | Revised   |             |
|--------------------------------|-----------|------|------------------|-----------------|-------------|-----------|-------------|-----------|-------------|
|                                |           |      |                  | Quantity        | Amount      | Quantity  | Amount      | Quantity  | Amount      |
|                                |           |      |                  | Funding Details |             |           |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000     | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 7,100.000       | \$10,650.00 | 2,700.000 | \$4,050.00  | 9,800.000 | \$14,700.00 |
| 0590                           | 714-06.06 | LF   | \$2.050          | 3,500.000       | \$7,175.00  | 250.000   | \$512.50    | 3,750.000 | \$7,687.50  |
| CABLE (1/C #4 AWG)             |           |      |                  |                 |             |           |             |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |             |           |             |
|                                |           |      |                  | Funding Details |             |           |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000     | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 3,500.000       | \$7,175.00  | 250.000   | \$512.50    | 3,750.000 | \$7,687.50  |
| 0600                           | 714-06.08 | LF   | \$2.800          | 7,100.000       | \$19,880.00 | 1,340.000 | \$3,752.00  | 8,440.000 | \$23,632.00 |
| CABLE (1/C #1 AWG)             |           |      |                  |                 |             |           |             |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |             |           |             |
|                                |           |      |                  | Funding Details |             |           |             |           |             |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000     | \$0.00      | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 7,100.000       | \$19,880.00 | 1,340.000 | \$3,752.00  | 8,440.000 | \$23,632.00 |
| 0610                           | 714-06.09 | LF   | \$5.650          | 1,550.000       | \$8,757.50  | -680.000  | -\$3,842.00 | 870.000   | \$4,915.50  |
| CABLE (SERVICE ENTRY #3/0)     |           |      |                  |                 |             |           |             |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |             |           |             |

| Line Number                              | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised  |            |
|------------------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|----------|------------|
|                                          |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount     |
|                                          |           |      |                  | Funding Details |            |          |             |          |            |
|                                          |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                          |           |      | PARTICIPATED     | 1,550.000       | \$8,757.50 | -680.000 | -\$3,842.00 | 870.000  | \$4,915.50 |
| 0680                                     | 716-01.22 | EA   | \$85.000         | 50.000          | \$4,250.00 | -33.000  | -\$2,805.00 | 17.000   | \$1,445.00 |
| SNWPLWBLE PVMT MRKRS (MONO-DIR)(1 COLOR) |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order           |           |      |                  |                 |            |          |             |          |            |
|                                          |           |      |                  | Funding Details |            |          |             |          |            |
|                                          |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                          |           |      | PARTICIPATED     | 50.000          | \$4,250.00 | -33.000  | -\$2,805.00 | 17.000   | \$1,445.00 |
| 0690                                     | 716-02.05 | LF   | \$25.000         | 112.000         | \$2,800.00 | 25.000   | \$625.00    | 137.000  | \$3,425.00 |
| PLASTIC PAVEMENT MARKING (STOP LINE)     |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order           |           |      |                  |                 |            |          |             |          |            |
|                                          |           |      |                  | Funding Details |            |          |             |          |            |
|                                          |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                          |           |      | PARTICIPATED     | 112.000         | \$2,800.00 | 25.000   | \$625.00    | 137.000  | \$3,425.00 |
| 0720                                     | 716-05.01 | LM   | \$2,500.000      | 1.500           | \$3,750.00 | 0.101    | \$252.50    | 1.601    | \$4,002.50 |
| PAINTED PAVEMENT MARKING (4" LINE)       |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order           |           |      |                  |                 |            |          |             |          |            |

| Line Number                                    | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised  |            |
|------------------------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|----------|------------|
|                                                |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount     |
|                                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                                |           |      | PARTICIPATED     | 1.500           | \$3,750.00 | 0.101    | \$252.50    | 1.601    | \$4,002.50 |
| 0730                                           | 716-08.20 | LM   | \$6,500.000      | 1.500           | \$9,750.00 | -1.309   | -\$8,508.50 | 0.191    | \$1,241.50 |
| REMOVAL OF PAVEMENT MARKING (LINE)             |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order                 |           |      |                  |                 |            |          |             |          |            |
|                                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                                |           |      | PARTICIPATED     | 1.500           | \$9,750.00 | -1.309   | -\$8,508.50 | 0.191    | \$1,241.50 |
| 0740                                           | 716-12.01 | LM   | \$6,500.000      | 0.680           | \$4,420.00 | 0.157    | \$1,020.50  | 0.837    | \$5,440.50 |
| ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE) |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order                 |           |      |                  |                 |            |          |             |          |            |
|                                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                                |           |      | PARTICIPATED     | 0.680           | \$4,420.00 | 0.157    | \$1,020.50  | 0.837    | \$5,440.50 |
| 0750                                           | 716-12.02 | LM   | \$1,000.000      | 0.300           | \$300.00   | -0.025   | -\$25.00    | 0.275    | \$275.00   |
| ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE) |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order                 |           |      |                  |                 |            |          |             |          |            |



| Line Number                    | Item ID   | Unit | Unit Price       | Current         |          | Change   |           | Revised  |          |
|--------------------------------|-----------|------|------------------|-----------------|----------|----------|-----------|----------|----------|
|                                |           |      |                  | Quantity        | Amount   | Quantity | Amount    | Quantity | Amount   |
|                                |           |      |                  | Funding Details |          |          |           |          |          |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00   | 0.000    | \$0.00    | 0.000    | \$0.00   |
|                                |           |      | PARTICIPATED     | 0.300           | \$300.00 | -0.025   | -\$25.00  | 0.275    | \$275.00 |
| 0830                           | 730-08.01 | LF   | \$1.350          | 350.000         | \$472.50 | -100.000 | -\$135.00 | 250.000  | \$337.50 |
| SIGNAL CABLE - 3 CONDUCTOR     |           |      |                  |                 |          |          |           |          |          |
| Reason: Balancing Change Order |           |      |                  |                 |          |          |           |          |          |
|                                |           |      |                  | Funding Details |          |          |           |          |          |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00   | 0.000    | \$0.00    | 0.000    | \$0.00   |
|                                |           |      | PARTICIPATED     | 350.000         | \$472.50 | -100.000 | -\$135.00 | 250.000  | \$337.50 |
| 0840                           | 730-08.02 | LF   | \$1.650          | 350.000         | \$577.50 | 90.000   | \$148.50  | 440.000  | \$726.00 |
| SIGNAL CABLE - 5 CONDUCTOR     |           |      |                  |                 |          |          |           |          |          |
| Reason: Balancing Change Order |           |      |                  |                 |          |          |           |          |          |
|                                |           |      |                  | Funding Details |          |          |           |          |          |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00   | 0.000    | \$0.00    | 0.000    | \$0.00   |
|                                |           |      | PARTICIPATED     | 350.000         | \$577.50 | 90.000   | \$148.50  | 440.000  | \$726.00 |
| 0850                           | 730-08.03 | FL   | \$1.900          | 300.000         | \$570.00 | 120.000  | \$228.00  | 420.000  | \$798.00 |
| SIGNAL CABLE - 7 CONDUCTOR     |           |      |                  |                 |          |          |           |          |          |
| Reason: Balancing Change Order |           |      |                  |                 |          |          |           |          |          |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised  |            |
|--------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|----------|------------|
|                                |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount     |
|                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                |           |      | PARTICIPATED     | 300.000         | \$570.00   | 120.000  | \$228.00    | 420.000  | \$798.00   |
| 0860                           | 730-12.03 | LF   | \$21.600         | 300.000         | \$6,480.00 | -80.000  | -\$1,728.00 | 220.000  | \$4,752.00 |
| CONDUIT 3" DIAMETER (PVC)      |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |            |          |             |          |            |
|                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                |           |      | PARTICIPATED     | 300.000         | \$6,480.00 | -80.000  | -\$1,728.00 | 220.000  | \$4,752.00 |
| 0880                           | 730-14.01 | LF   | \$1.350          | 210.000         | \$283.50   | 365.000  | \$492.75    | 575.000  | \$776.25   |
| SHIELDED DETECTOR CABLE        |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |            |          |             |          |            |
|                                |           |      |                  | Funding Details |            |          |             |          |            |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
|                                |           |      | PARTICIPATED     | 210.000         | \$283.50   | 365.000  | \$492.75    | 575.000  | \$776.25   |
| 0890                           | 730-14.02 | LF   | \$3.800          | 675.000         | \$2,565.00 | -19.000  | -\$72.20    | 656.000  | \$2,492.80 |
| SAW SLOT                       |           |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |            |          |             |          |            |

| Line Number                                 | Item ID   | Unit | Unit Price       | Current         |            | Change   |             | Revised   |            |
|---------------------------------------------|-----------|------|------------------|-----------------|------------|----------|-------------|-----------|------------|
|                                             |           |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity  | Amount     |
|                                             |           |      |                  | Funding Details |            |          |             |           |            |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000     | \$0.00     |
|                                             |           |      | PARTICIPATED     | 675.000         | \$2,565.00 | -19.000  | -\$72.20    | 656.000   | \$2,492.80 |
| 0900                                        | 730-14.03 | LF   | \$0.550          | 1,235.000       | \$679.25   | 469.000  | \$257.95    | 1,704.000 | \$937.20   |
| LOOP WIRE                                   |           |      |                  |                 |            |          |             |           |            |
| Reason: Balancing Change Order              |           |      |                  |                 |            |          |             |           |            |
|                                             |           |      |                  | Funding Details |            |          |             |           |            |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000     | \$0.00     |
|                                             |           |      | PARTICIPATED     | 1,235.000       | \$679.25   | 469.000  | \$257.95    | 1,704.000 | \$937.20   |
| 0990                                        | 802-04.70 | EA   | \$12.000         | 476.000         | \$5,712.00 | -3.000   | -\$36.00    | 473.000   | \$5,676.00 |
| GROUND COVER (EUONYMUS FORTUNEI 'COLORATA') |           |      |                  |                 |            |          |             |           |            |
| Reason: Balancing Change Order              |           |      |                  |                 |            |          |             |           |            |
|                                             |           |      |                  | Funding Details |            |          |             |           |            |
|                                             |           |      | NON-PARTICIPATED | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000     | \$0.00     |
|                                             |           |      | PARTICIPATED     | 476.000         | \$5,712.00 | -3.000   | -\$36.00    | 473.000   | \$5,676.00 |
| 1005                                        | 802-05    | MG   | \$189.000        | 28.000          | \$5,292.00 | -21.000  | -\$3,969.00 | 7.000     | \$1,323.00 |
| WATER (PLANT ESTABLISHMENT)                 |           |      |                  |                 |            |          |             |           |            |
| Reason: Balancing Change Order              |           |      |                  |                 |            |          |             |           |            |

| Line Number                               | Item ID   | Unit | Unit Price       | Current         |             | Change     |              | Revised   |             |
|-------------------------------------------|-----------|------|------------------|-----------------|-------------|------------|--------------|-----------|-------------|
|                                           |           |      |                  | Quantity        | Amount      | Quantity   | Amount       | Quantity  | Amount      |
|                                           |           |      |                  | Funding Details |             |            |              |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 28.000          | \$5,292.00  | -21.000    | -\$3,969.00  | 7.000     | \$1,323.00  |
| 1010                                      | 802-06.04 | CY   | \$85.000         | 38.000          | \$3,230.00  | -38.000    | -\$3,230.00  | 0.000     | \$0.00      |
| MULCH (4IN PINE STRAW MULCH)              |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |            |              |           |             |
|                                           |           |      |                  | Funding Details |             |            |              |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 38.000          | \$3,230.00  | -38.000    | -\$3,230.00  | 0.000     | \$0.00      |
| 1020                                      | 803-01    | SY   | \$4.500          | 2,664.000       | \$11,988.00 | 138.660    | \$623.97     | 2,802.660 | \$12,611.97 |
| SODDING (NEW SOD)                         |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |            |              |           |             |
|                                           |           |      |                  | Funding Details |             |            |              |           |             |
|                                           |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
|                                           |           |      | PARTICIPATED     | 2,664.000       | \$11,988.00 | 138.660    | \$623.97     | 2,802.660 | \$12,611.97 |
| 1030                                      | 920-10.01 | SF   | \$13.600         | 3,344.000       | \$45,478.40 | -1,763.340 | -\$23,981.42 | 1,580.660 | \$21,496.98 |
| CONCRETE DRIVEWAY (6" DECORATIVE/STAMPED) |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |            |              |           |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |              | Change     |              | Revised   |              |
|--------------------------------|-----------|------|------------------|-----------------|--------------|------------|--------------|-----------|--------------|
|                                |           |      |                  | Quantity        | Amount       | Quantity   | Amount       | Quantity  | Amount       |
|                                |           |      |                  | Funding Details |              |            |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000     | \$0.00       |
|                                |           |      | PARTICIPATED     | 3,344.000       | \$45,478.40  | -1,763.340 | -\$23,981.42 | 1,580.660 | \$21,496.98  |
| Section: 2 - UTILITY CONDUIT   |           |      |                  |                 |              |            |              |           |              |
| 1040                           | 790-42.06 | LF   | \$75.000         | 340.000         | \$25,500.00  | -60.000    | -\$4,500.00  | 280.000   | \$21,000.00  |
| 4IN DIA GALVANIZED METAL PIPE  |           |      |                  |                 |              |            |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |            |              |           |              |
|                                |           |      |                  | Funding Details |              |            |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000     | \$0.00       |
|                                |           |      | PARTICIPATED     | 340.000         | \$25,500.00  | -60.000    | -\$4,500.00  | 280.000   | \$21,000.00  |
| 1050                           | 790-42.07 | LF   | \$135.000        | 240.000         | \$32,400.00  | -122.000   | -\$16,470.00 | 118.000   | \$15,930.00  |
| 6IN DIA GALVINIZED METAL PIPE  |           |      |                  |                 |              |            |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |            |              |           |              |
|                                |           |      |                  | Funding Details |              |            |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000      | \$0.00       | 0.000     | \$0.00       |
|                                |           |      | PARTICIPATED     | 240.000         | \$32,400.00  | -122.000   | -\$16,470.00 | 118.000   | \$15,930.00  |
| 1060                           | 790-42.10 | LF   | \$24.500         | 5,710.000       | \$139,895.00 | -261.000   | -\$6,394.50  | 5,449.000 | \$133,500.50 |
| 4IN DIA PVC PIPE               |           |      |                  |                 |              |            |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |            |              |           |              |

| Line Number                      | Item ID   | Unit | Unit Price       | Current         |              | Change   |              | Revised   |              |
|----------------------------------|-----------|------|------------------|-----------------|--------------|----------|--------------|-----------|--------------|
|                                  |           |      |                  | Quantity        | Amount       | Quantity | Amount       | Quantity  | Amount       |
|                                  |           |      |                  | Funding Details |              |          |              |           |              |
|                                  |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000     | \$0.00       |
|                                  |           |      | PARTICIPATED     | 5,710.000       | \$139,895.00 | -261.000 | -\$6,394.50  | 5,449.000 | \$133,500.50 |
| 1070                             | 790-42.11 | LF   | \$29.000         | 6,900.000       | \$200,100.00 | 790.000  | \$22,910.00  | 7,690.000 | \$223,010.00 |
| 6IN DIA PVC PIPE                 |           |      |                  |                 |              |          |              |           |              |
| Reason: Balancing Change Order   |           |      |                  |                 |              |          |              |           |              |
|                                  |           |      |                  | Funding Details |              |          |              |           |              |
|                                  |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000     | \$0.00       |
|                                  |           |      | PARTICIPATED     | 6,900.000       | \$200,100.00 | 790.000  | \$22,910.00  | 7,690.000 | \$223,010.00 |
| 1080                             | 790-43.52 | EA   | \$3,520.000      | 10.000          | \$35,200.00  | -5.000   | -\$17,600.00 | 5.000     | \$17,600.00  |
| SECONDARY RISER W/ 4IN CONDUIT   |           |      |                  |                 |              |          |              |           |              |
| Reason: Balancing Change Order   |           |      |                  |                 |              |          |              |           |              |
|                                  |           |      |                  | Funding Details |              |          |              |           |              |
|                                  |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000     | \$0.00       |
|                                  |           |      | PARTICIPATED     | 10.000          | \$35,200.00  | -5.000   | -\$17,600.00 | 5.000     | \$17,600.00  |
| 1090                             | 790-43.58 | EA   | \$7,150.000      | 2.000           | \$14,300.00  | 1.000    | \$7,150.00   | 3.000     | \$21,450.00  |
| 3PH PRIMARY RISER W/ 6IN CONDUIT |           |      |                  |                 |              |          |              |           |              |
| Reason: Balancing Change Order   |           |      |                  |                 |              |          |              |           |              |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |              | Change    |              | Revised    |              |
|--------------------------------|-----------|------|------------------|-----------------|--------------|-----------|--------------|------------|--------------|
|                                |           |      |                  | Quantity        | Amount       | Quantity  | Amount       | Quantity   | Amount       |
|                                |           |      |                  | Funding Details |              |           |              |            |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000     | \$0.00       | 0.000      | \$0.00       |
|                                |           |      | PARTICIPATED     | 2.000           | \$14,300.00  | 1.000     | \$7,150.00   | 3.000      | \$21,450.00  |
| 1130                           | 798-02.05 | LF   | \$15.400         | 1,100.000       | \$16,940.00  | -661.000  | -\$10,179.40 | 439.000    | \$6,760.60   |
| CONDUIT - PVC (2" - SCHED 40)  |           |      |                  |                 |              |           |              |            |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |           |              |            |              |
|                                |           |      |                  | Funding Details |              |           |              |            |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000     | \$0.00       | 0.000      | \$0.00       |
|                                |           |      | PARTICIPATED     | 1,100.000       | \$16,940.00  | -661.000  | -\$10,179.40 | 439.000    | \$6,760.60   |
| 1140                           | 798-02.06 | LF   | \$17.600         | 19,500.000      | \$343,200.00 | 2,512.000 | \$44,211.20  | 22,012.000 | \$387,411.20 |
| CONDUIT - PVC (4" - SCHED 40)  |           |      |                  |                 |              |           |              |            |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |           |              |            |              |
|                                |           |      |                  | Funding Details |              |           |              |            |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00       | 0.000     | \$0.00       | 0.000      | \$0.00       |
|                                |           |      | PARTICIPATED     | 19,500.000      | \$343,200.00 | 2,512.000 | \$44,211.20  | 22,012.000 | \$387,411.20 |
| 1150                           | 798-07.03 | EA   | \$1,320.000      | 20.000          | \$26,400.00  | 4.000     | \$5,280.00   | 24.000     | \$31,680.00  |
| PULL BOX                       |           |      |                  |                 |              |           |              |            |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |           |              |            |              |

| Line Number                    | Item ID   | Unit | Unit Price       | Current  |             | Change    |              | Revised   |              |
|--------------------------------|-----------|------|------------------|----------|-------------|-----------|--------------|-----------|--------------|
|                                |           |      |                  | Quantity | Amount      | Quantity  | Amount       | Quantity  | Amount       |
|                                |           |      | Funding Details  |          |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000    | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
|                                |           |      | PARTICIPATED     | 20.000   | \$26,400.00 | 4.000     | \$5,280.00   | 24.000    | \$31,680.00  |
| Section: 3 - GAS               |           |      |                  |          |             |           |              |           |              |
| 1160                           | 791-03.02 | LF   | \$141.000        | 0.000    | \$0.00      | 894.000   | \$126,054.00 | 894.000   | \$126,054.00 |
| 2IN HDPE GAS MAIN              |           |      |                  |          |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |          |             |           |              |           |              |
|                                |           |      | Funding Details  |          |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000    | \$0.00      | 894.000   | \$126,054.00 | 894.000   | \$126,054.00 |
|                                |           |      | PARTICIPATED     | 0.000    | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1170                           | 791-03.05 | LF   | \$160.000        | 0.000    | \$0.00      | 2,016.000 | \$322,560.00 | 2,016.000 | \$322,560.00 |
| 6IN HDPE GAS MAIN              |           |      |                  |          |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |          |             |           |              |           |              |
|                                |           |      | Funding Details  |          |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000    | \$0.00      | 2,016.000 | \$322,560.00 | 2,016.000 | \$322,560.00 |
|                                |           |      | PARTICIPATED     | 0.000    | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1180                           | 791-06.02 | EA   | \$4,070.000      | 0.000    | \$0.00      | 2.000     | \$8,140.00   | 2.000     | \$8,140.00   |
| CONNECT TO 2IN EX. PE MAIN     |           |      |                  |          |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |          |             |           |              |           |              |



| Line Number                    | Item ID   | Unit | Unit Price       | Current         |        | Change    |              | Revised   |              |
|--------------------------------|-----------|------|------------------|-----------------|--------|-----------|--------------|-----------|--------------|
|                                |           |      |                  | Quantity        | Amount | Quantity  | Amount       | Quantity  | Amount       |
|                                |           |      |                  | Funding Details |        |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00 | 2.000     | \$8,140.00   | 2.000     | \$8,140.00   |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00 | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1200                           | 791-07.03 | EA   | \$2,640.000      | 0.000           | \$0.00 | 2.000     | \$5,280.00   | 2.000     | \$5,280.00   |
| 6IN PE GAS VALVE ASSEMBLY      |           |      |                  |                 |        |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |        |           |              |           |              |
|                                |           |      |                  | Funding Details |        |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00 | 2.000     | \$5,280.00   | 2.000     | \$5,280.00   |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00 | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1210                           | 791-08.02 | EA   | \$1,705.000      | 0.000           | \$0.00 | 15.000    | \$25,575.00  | 15.000    | \$25,575.00  |
| 3/4IN SERVICE ASSEMBLY         |           |      |                  |                 |        |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |        |           |              |           |              |
|                                |           |      |                  | Funding Details |        |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00 | 15.000    | \$25,575.00  | 15.000    | \$25,575.00  |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00 | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1220                           | 791-08.07 | LF   | \$66.000         | 0.000           | \$0.00 | 1,565.000 | \$103,290.00 | 1,565.000 | \$103,290.00 |
| 3/4IN PE SERVICE PIPE          |           |      |                  |                 |        |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |        |           |              |           |              |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |             | Change    |              | Revised   |              |
|--------------------------------|-----------|------|------------------|-----------------|-------------|-----------|--------------|-----------|--------------|
|                                |           |      |                  | Quantity        | Amount      | Quantity  | Amount       | Quantity  | Amount       |
|                                |           |      |                  | Funding Details |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 0.000           | \$0.00      | 1,565.000 | \$103,290.00 | 1,565.000 | \$103,290.00 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1230                           | 791-09.05 | SY   | \$76.000         | 182.000         | \$13,832.00 | 561.840   | \$42,699.84  | 743.840   | \$56,531.84  |
| RESTORE ASPHALT                |           |      |                  |                 |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |              |
|                                |           |      |                  | Funding Details |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 182.000         | \$13,832.00 | 561.840   | \$42,699.84  | 743.840   | \$56,531.84  |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1240                           | 791-09.06 | SY   | \$110.000        | 10.000          | \$1,100.00  | -10.000   | -\$1,100.00  | 0.000     | \$0.00       |
| RESTORE CONCRETE               |           |      |                  |                 |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |              |
|                                |           |      |                  | Funding Details |             |           |              |           |              |
|                                |           |      | NON-PARTICIPATED | 10.000          | \$1,100.00  | -10.000   | -\$1,100.00  | 0.000     | \$0.00       |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00       |
| 1250                           | 791-09.07 | SY   | \$25.000         | 10.000          | \$250.00    | -10.000   | -\$250.00    | 0.000     | \$0.00       |
| RESTORE GRAVEL                 |           |      |                  |                 |             |           |              |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |              |

| Line Number                           | Item ID    | Unit | Unit Price       | Current         |            | Change   |             | Revised  |            |
|---------------------------------------|------------|------|------------------|-----------------|------------|----------|-------------|----------|------------|
|                                       |            |      |                  | Quantity        | Amount     | Quantity | Amount      | Quantity | Amount     |
|                                       |            |      |                  | Funding Details |            |          |             |          |            |
|                                       |            |      | NON-PARTICIPATED | 10.000          | \$250.00   | -10.000  | -\$250.00   | 0.000    | \$0.00     |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
| 1260                                  | 791-10.01  | EA   | \$880.000        | 0.000           | \$0.00     | 1.000    | \$880.00    | 1.000    | \$880.00   |
| RETIRE IN PLACE 3/4IN SERV CUT & PLUG |            |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order        |            |      |                  |                 |            |          |             |          |            |
|                                       |            |      |                  | Funding Details |            |          |             |          |            |
|                                       |            |      | NON-PARTICIPATED | 0.000           | \$0.00     | 1.000    | \$880.00    | 1.000    | \$880.00   |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
| 1270                                  | 791-10.04  | EA   | \$1,600.000      | 0.000           | \$0.00     | 1.000    | \$1,600.00  | 1.000    | \$1,600.00 |
| RETIRE IN PLACE 2IN SERV CUT & PLUG   |            |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order        |            |      |                  |                 |            |          |             |          |            |
|                                       |            |      |                  | Funding Details |            |          |             |          |            |
|                                       |            |      | NON-PARTICIPATED | 0.000           | \$0.00     | 1.000    | \$1,600.00  | 1.000    | \$1,600.00 |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00     | 0.000    | \$0.00      | 0.000    | \$0.00     |
| 1850                                  | 791-06.02a | EACH | \$3,960.000      | 2.000           | \$7,920.00 | -2.000   | -\$7,920.00 | 0.000    | \$0.00     |
| CONNECT TO 2IN EX. PE MAIN            |            |      |                  |                 |            |          |             |          |            |
| Reason: Balancing Change Order        |            |      |                  |                 |            |          |             |          |            |

| Line Number                    | Item ID    | Unit | Unit Price       | Current         |              | Change     |               | Revised  |        |
|--------------------------------|------------|------|------------------|-----------------|--------------|------------|---------------|----------|--------|
|                                |            |      |                  | Quantity        | Amount       | Quantity   | Amount        | Quantity | Amount |
|                                |            |      |                  | Funding Details |              |            |               |          |        |
|                                |            |      | NON-PARTICIPATED | 2.000           | \$7,920.00   | -2.000     | -\$7,920.00   | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000      | \$0.00        | 0.000    | \$0.00 |
| 1860                           | 791-03.02a | L.F. | \$137.000        | 1,110.000       | \$152,070.00 | -1,110.000 | -\$152,070.00 | 0.000    | \$0.00 |
| 2IN HDPE GAS MAIN              |            |      |                  |                 |              |            |               |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |              |            |               |          |        |
|                                |            |      |                  | Funding Details |              |            |               |          |        |
|                                |            |      | NON-PARTICIPATED | 1,110.000       | \$152,070.00 | -1,110.000 | -\$152,070.00 | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000      | \$0.00        | 0.000    | \$0.00 |
| 1870                           | 791-03.05a | L.F. | \$154.000        | 1,860.000       | \$286,440.00 | -1,860.000 | -\$286,440.00 | 0.000    | \$0.00 |
| 6IN HDPE GAS MAIN              |            |      |                  |                 |              |            |               |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |              |            |               |          |        |
|                                |            |      |                  | Funding Details |              |            |               |          |        |
|                                |            |      | NON-PARTICIPATED | 1,860.000       | \$286,440.00 | -1,860.000 | -\$286,440.00 | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000      | \$0.00        | 0.000    | \$0.00 |
| 1880                           | 791-06.04a | EACH | \$4,043.000      | 1.000           | \$4,043.00   | -1.000     | -\$4,043.00   | 0.000    | \$0.00 |
| CONNECT TO 6IN EX. PE MAIN     |            |      |                  |                 |              |            |               |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |              |            |               |          |        |

| Line Number                    | Item ID    | Unit | Unit Price       | Current         |             | Change   |              | Revised  |        |
|--------------------------------|------------|------|------------------|-----------------|-------------|----------|--------------|----------|--------|
|                                |            |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount |
|                                |            |      |                  | Funding Details |             |          |              |          |        |
|                                |            |      | NON-PARTICIPATED | 1.000           | \$4,043.00  | -1.000   | -\$4,043.00  | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00 |
| 1890                           | 791-07.03a | EACH | \$2,530.000      | 2.000           | \$5,060.00  | -2.000   | -\$5,060.00  | 0.000    | \$0.00 |
| 6IN PE GAS VALVE ASSEMBLY      |            |      |                  |                 |             |          |              |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |             |          |              |          |        |
|                                |            |      |                  | Funding Details |             |          |              |          |        |
|                                |            |      | NON-PARTICIPATED | 2.000           | \$5,060.00  | -2.000   | -\$5,060.00  | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00 |
| 1900                           | 791-08.02a | EACH | \$1,628.000      | 13.000          | \$21,164.00 | -13.000  | -\$21,164.00 | 0.000    | \$0.00 |
| 3/4IN SERVICE ASSEMBLY         |            |      |                  |                 |             |          |              |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |             |          |              |          |        |
|                                |            |      |                  | Funding Details |             |          |              |          |        |
|                                |            |      | NON-PARTICIPATED | 13.000          | \$21,164.00 | -13.000  | -\$21,164.00 | 0.000    | \$0.00 |
|                                |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00 |
| 1910                           | 791-08.07a | L.F. | \$64.000         | 881.000         | \$56,384.00 | -881.000 | -\$56,384.00 | 0.000    | \$0.00 |
| 3/4IN PE SERVICE PIPE          |            |      |                  |                 |             |          |              |          |        |
| Reason: Balancing Change Order |            |      |                  |                 |             |          |              |          |        |

| Line Number                           | Item ID    | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|---------------------------------------|------------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                       |            |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                       |            |      |                  | Funding Details |             |          |              |          |             |
|                                       |            |      | NON-PARTICIPATED | 881.000         | \$56,384.00 | -881.000 | -\$56,384.00 | 0.000    | \$0.00      |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1920                                  | 791-10.01a | EACH | \$853.000        | 13.000          | \$11,089.00 | -13.000  | -\$11,089.00 | 0.000    | \$0.00      |
| RETIRE IN PLACE 3/4IN SERV CUT & PLUG |            |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |            |      |                  |                 |             |          |              |          |             |
|                                       |            |      |                  | Funding Details |             |          |              |          |             |
|                                       |            |      | NON-PARTICIPATED | 13.000          | \$11,089.00 | -13.000  | -\$11,089.00 | 0.000    | \$0.00      |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1930                                  | 791-10.04a | EACH | \$1,547.000      | 2.000           | \$3,094.00  | -2.000   | -\$3,094.00  | 0.000    | \$0.00      |
| RETIRE IN PLACE 2IN SERV CUT & PLUG   |            |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |            |      |                  |                 |             |          |              |          |             |
|                                       |            |      |                  | Funding Details |             |          |              |          |             |
|                                       |            |      | NON-PARTICIPATED | 2.000           | \$3,094.00  | -2.000   | -\$3,094.00  | 0.000    | \$0.00      |
|                                       |            |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| Section: 4 - WATER                    |            |      |                  |                 |             |          |              |          |             |
| 1280                                  | 795-01.04  | LF   | \$100.000        | 155.000         | \$15,500.00 | 191.450  | \$19,145.00  | 346.450  | \$34,645.00 |
| 6IN DIP SLIP JOINT WATER LINE         |            |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |            |      |                  |                 |             |          |              |          |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |              | Change   |             | Revised   |              |
|--------------------------------|-----------|------|------------------|-----------------|--------------|----------|-------------|-----------|--------------|
|                                |           |      |                  | Quantity        | Amount       | Quantity | Amount      | Quantity  | Amount       |
|                                |           |      |                  | Funding Details |              |          |             |           |              |
|                                |           |      | NON-PARTICIPATED | 155.000         | \$15,500.00  | 191.450  | \$19,145.00 | 346.450   | \$34,645.00  |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
| 1290                           | 795-01.06 | LF   | \$100.000        | 310.000         | \$31,000.00  | 21.500   | \$2,150.00  | 331.500   | \$33,150.00  |
| 8IN DIP SLIP JOINT WATER LINE  |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |             |           |              |
|                                |           |      |                  | Funding Details |              |          |             |           |              |
|                                |           |      | NON-PARTICIPATED | 310.000         | \$31,000.00  | 21.500   | \$2,150.00  | 331.500   | \$33,150.00  |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
| 1300                           | 795-01.10 | LF   | \$105.000        | 1,935.000       | \$203,175.00 | -24.000  | -\$2,520.00 | 1,911.000 | \$200,655.00 |
| 12IN DIP SLIP JOINT WATER LINE |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |             |           |              |
|                                |           |      |                  | Funding Details |              |          |             |           |              |
|                                |           |      | NON-PARTICIPATED | 1,935.000       | \$203,175.00 | -24.000  | -\$2,520.00 | 1,911.000 | \$200,655.00 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00      | 0.000     | \$0.00       |
| 1380                           | 795-08.04 | EA   | \$2,260.000      | 7.000           | \$15,820.00  | 2.000    | \$4,520.00  | 9.000     | \$20,340.00  |
| 6IN GATE VALVE ASSEMBLY        |           |      |                  |                 |              |          |             |           |              |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |             |           |              |

| Line Number                        | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                    |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                    |           |      | NON-PARTICIPATED | 7.000           | \$15,820.00 | 2.000    | \$4,520.00   | 9.000    | \$20,340.00 |
|                                    |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1390                               | 795-08.05 | EA   | \$2,310.000      | 2.000           | \$4,620.00  | 2.000    | \$4,620.00   | 4.000    | \$9,240.00  |
| 8IN GATE VALVE ASSEMBLY            |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |          |              |          |             |
|                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                    |           |      | NON-PARTICIPATED | 2.000           | \$4,620.00  | 2.000    | \$4,620.00   | 4.000    | \$9,240.00  |
|                                    |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1400                               | 795-08.09 | EA   | \$3,675.000      | 6.000           | \$22,050.00 | -1.000   | -\$3,675.00  | 5.000    | \$18,375.00 |
| 12IN GATE VALVE ASSEMBLY           |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |          |              |          |             |
|                                    |           |      |                  | Funding Details |             |          |              |          |             |
|                                    |           |      | NON-PARTICIPATED | 6.000           | \$22,050.00 | -1.000   | -\$3,675.00  | 5.000    | \$18,375.00 |
|                                    |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1410                               | 795-09.01 | EA   | \$2,625.000      | 7.000           | \$18,375.00 | -5.000   | -\$13,125.00 | 2.000    | \$5,250.00  |
| 3/4IN WATER SERVICE METER ASSEMBLY |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order     |           |      |                  |                 |             |          |              |          |             |



| Line Number                      | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|----------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                  |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                  |           |      |                  | Funding Details |             |          |              |          |             |
|                                  |           |      | NON-PARTICIPATED | 7.000           | \$18,375.00 | -5.000   | -\$13,125.00 | 2.000    | \$5,250.00  |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1430                             | 795-09.04 | EA   | \$3,675.000      | 1.000           | \$3,675.00  | -1.000   | -\$3,675.00  | 0.000    | \$0.00      |
| 2IN WATER SERVICE METER ASSEMBLY |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |             |
|                                  |           |      |                  | Funding Details |             |          |              |          |             |
|                                  |           |      | NON-PARTICIPATED | 1.000           | \$3,675.00  | -1.000   | -\$3,675.00  | 0.000    | \$0.00      |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1440                             | 795-09.62 | LF   | \$26.250         | 1,150.000       | \$30,187.50 | -183.000 | -\$4,803.75  | 967.000  | \$25,383.75 |
| 1IN PEXA SERVICE PIPE            |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |             |
|                                  |           |      |                  | Funding Details |             |          |              |          |             |
|                                  |           |      | NON-PARTICIPATED | 1,150.000       | \$30,187.50 | -183.000 | -\$4,803.75  | 967.000  | \$25,383.75 |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1450                             | 795-09.64 | LF   | \$525.000        | 50.000          | \$26,250.00 | -50.000  | -\$26,250.00 | 0.000    | \$0.00      |
| 2IN PEXa SERVICE PIPE            |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |             | Change    |              | Revised   |             |
|--------------------------------|-----------|------|------------------|-----------------|-------------|-----------|--------------|-----------|-------------|
|                                |           |      |                  | Quantity        | Amount      | Quantity  | Amount       | Quantity  | Amount      |
|                                |           |      |                  | Funding Details |             |           |              |           |             |
|                                |           |      | NON-PARTICIPATED | 50.000          | \$26,250.00 | -50.000   | -\$26,250.00 | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00      |
| 1470                           | 795-12.01 | EA   | \$1,575.000      | 5.000           | \$7,875.00  | -2.000    | -\$3,150.00  | 3.000     | \$4,725.00  |
| REMOVE FIRE HYDRANT            |           |      |                  |                 |             |           |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |             |
|                                |           |      |                  | Funding Details |             |           |              |           |             |
|                                |           |      | NON-PARTICIPATED | 5.000           | \$7,875.00  | -2.000    | -\$3,150.00  | 3.000     | \$4,725.00  |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00      |
| 1490                           | 795-13.01 | LB   | \$8.400          | 8,000.000       | \$67,200.00 | 1,845.600 | \$15,503.04  | 9,845.600 | \$82,703.04 |
| DI FITTINGS                    |           |      |                  |                 |             |           |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |             |
|                                |           |      |                  | Funding Details |             |           |              |           |             |
|                                |           |      | NON-PARTICIPATED | 8,000.000       | \$67,200.00 | 1,845.600 | \$15,503.04  | 9,845.600 | \$82,703.04 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000     | \$0.00       | 0.000     | \$0.00      |
| 1500                           | 795-14.03 | CY   | \$315.000        | 150.000         | \$47,250.00 | -147.500  | -\$46,462.50 | 2.500     | \$787.50    |
| CLASS C CONCRETE               |           |      |                  |                 |             |           |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |           |              |           |             |

| Line Number                               | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|-------------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                           |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                           |           |      |                  | Funding Details |             |          |              |          |             |
|                                           |           |      | NON-PARTICIPATED | 150.000         | \$47,250.00 | -147.500 | -\$46,462.50 | 2.500    | \$787.50    |
|                                           |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1510                                      | 795-14.08 | SY   | \$76.000         | 1,000.000       | \$76,000.00 | -152.490 | -\$11,589.24 | 847.510  | \$64,410.76 |
| RESTORE ASPHALT                           |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |              |          |             |
|                                           |           |      |                  | Funding Details |             |          |              |          |             |
|                                           |           |      | NON-PARTICIPATED | 1,000.000       | \$76,000.00 | -152.490 | -\$11,589.24 | 847.510  | \$64,410.76 |
|                                           |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1520                                      | 795-14.09 | SY   | \$110.000        | 65.000          | \$7,150.00  | -65.000  | -\$7,150.00  | 0.000    | \$0.00      |
| RESTORE CONCRETE                          |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |              |          |             |
|                                           |           |      |                  | Funding Details |             |          |              |          |             |
|                                           |           |      | NON-PARTICIPATED | 65.000          | \$7,150.00  | -65.000  | -\$7,150.00  | 0.000    | \$0.00      |
|                                           |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| Section: 5 - WATER                        |           |      |                  |                 |             |          |              |          |             |
| 1530                                      | 797-05.40 | LF   | \$55.000         | 850.000         | \$46,750.00 | -850.000 | -\$46,750.00 | 0.000    | \$0.00      |
| 8IN SWR W/CIPP LINING INCL BYPASS PUMPING |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order            |           |      |                  |                 |             |          |              |          |             |

| Line Number                                | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|--------------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                            |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                            |           |      |                  | Funding Details |             |          |              |          |             |
|                                            |           |      | NON-PARTICIPATED | 850.000         | \$46,750.00 | -850.000 | -\$46,750.00 | 0.000    | \$0.00      |
|                                            |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1540                                       | 797-05.42 | LF   | \$66.000         | 700.000         | \$46,200.00 | -700.000 | -\$46,200.00 | 0.000    | \$0.00      |
| 10IN SWR W/CIPP LINING INCL BYPASS PUMPING |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order             |           |      |                  |                 |             |          |              |          |             |
|                                            |           |      |                  | Funding Details |             |          |              |          |             |
|                                            |           |      | NON-PARTICIPATED | 700.000         | \$46,200.00 | -700.000 | -\$46,200.00 | 0.000    | \$0.00      |
|                                            |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1550                                       | 797-05.43 | LF   | \$90.000         | 200.000         | \$18,000.00 | 146.000  | \$13,140.00  | 346.000  | \$31,140.00 |
| 4IN SWR W/CIPP LINING INCL BYPASS PUMPING  |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order             |           |      |                  |                 |             |          |              |          |             |
|                                            |           |      |                  | Funding Details |             |          |              |          |             |
|                                            |           |      | NON-PARTICIPATED | 200.000         | \$18,000.00 | 146.000  | \$13,140.00  | 346.000  | \$31,140.00 |
|                                            |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1560                                       | 797-05.44 | LF   | \$92.000         | 200.000         | \$18,400.00 | 50.000   | \$4,600.00   | 250.000  | \$23,000.00 |
| 6IN SWR W/CIPP LINING INCL BYPASS PUMPING  |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order             |           |      |                  |                 |             |          |              |          |             |

| Line Number                          | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|--------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                      |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                      |           |      |                  | Funding Details |             |          |              |          |             |
|                                      |           |      | NON-PARTICIPATED | 200.000         | \$18,400.00 | 50.000   | \$4,600.00   | 250.000  | \$23,000.00 |
|                                      |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1570                                 | 797-05.51 | LF   | \$295.000        | 100.000         | \$29,500.00 | 85.000   | \$25,075.00  | 185.000  | \$54,575.00 |
| 8IN PVC GRAVITY SEWER 0FT-6FT DEPTH  |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order       |           |      |                  |                 |             |          |              |          |             |
|                                      |           |      |                  | Funding Details |             |          |              |          |             |
|                                      |           |      | NON-PARTICIPATED | 100.000         | \$29,500.00 | 85.000   | \$25,075.00  | 185.000  | \$54,575.00 |
|                                      |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1580                                 | 797-05.52 | LF   | \$360.000        | 50.000          | \$18,000.00 | -20.000  | -\$7,200.00  | 30.000   | \$10,800.00 |
| 8IN PVC GRAVITY SEWER 6FT-12FT DEPTH |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order       |           |      |                  |                 |             |          |              |          |             |
|                                      |           |      |                  | Funding Details |             |          |              |          |             |
|                                      |           |      | NON-PARTICIPATED | 50.000          | \$18,000.00 | -20.000  | -\$7,200.00  | 30.000   | \$10,800.00 |
|                                      |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1590                                 | 797-05.55 | LF   | \$305.000        | 200.000         | \$61,000.00 | -155.000 | -\$47,275.00 | 45.000   | \$13,725.00 |
| 10IN PVC GRAVITY SEWER 0FT-6FT DEPTH |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order       |           |      |                  |                 |             |          |              |          |             |

| Line Number                           | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |             |
|---------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|-------------|
|                                       |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount      |
|                                       |           |      |                  | Funding Details |             |          |              |          |             |
|                                       |           |      | NON-PARTICIPATED | 200.000         | \$61,000.00 | -155.000 | -\$47,275.00 | 45.000   | \$13,725.00 |
|                                       |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1600                                  | 797-05.56 | LF   | \$440.000        | 100.000         | \$44,000.00 | -100.000 | -\$44,000.00 | 0.000    | \$0.00      |
| 10IN PVC GRAVITY SEWER 6FT-12FT DEPTH |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |           |      |                  |                 |             |          |              |          |             |
|                                       |           |      |                  | Funding Details |             |          |              |          |             |
|                                       |           |      | NON-PARTICIPATED | 100.000         | \$44,000.00 | -100.000 | -\$44,000.00 | 0.000    | \$0.00      |
|                                       |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1610                                  | 797-07.02 | EA   | \$8,250.000      | 1.000           | \$8,250.00  | 4.000    | \$33,000.00  | 5.000    | \$41,250.00 |
| 48IN MANHOLE 4FT-6FT DEPTH            |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |           |      |                  |                 |             |          |              |          |             |
|                                       |           |      |                  | Funding Details |             |          |              |          |             |
|                                       |           |      | NON-PARTICIPATED | 1.000           | \$8,250.00  | 4.000    | \$33,000.00  | 5.000    | \$41,250.00 |
|                                       |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1620                                  | 797-07.03 | EA   | \$9,240.000      | 5.000           | \$46,200.00 | -1.000   | -\$9,240.00  | 4.000    | \$36,960.00 |
| 48IN MANHOLE 6FT-8FT DEPTH            |           |      |                  |                 |             |          |              |          |             |
| Reason: Balancing Change Order        |           |      |                  |                 |             |          |              |          |             |

| Line Number                              | Item ID   | Unit | Unit Price       | Current  |             | Change   |             | Revised  |             |
|------------------------------------------|-----------|------|------------------|----------|-------------|----------|-------------|----------|-------------|
|                                          |           |      |                  | Quantity | Amount      | Quantity | Amount      | Quantity | Amount      |
|                                          |           |      | Funding Details  |          |             |          |             |          |             |
|                                          |           |      | NON-PARTICIPATED | 5.000    | \$46,200.00 | -1.000   | -\$9,240.00 | 4.000    | \$36,960.00 |
|                                          |           |      | PARTICIPATED     | 0.000    | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00      |
| 1630                                     | 797-07.04 | EA   | \$9,350.000      | 1.000    | \$9,350.00  | -1.000   | -\$9,350.00 | 0.000    | \$0.00      |
| 48IN MANHOLE 8FT-10FT DEPTH              |           |      |                  |          |             |          |             |          |             |
| Reason: Balancing Change Order           |           |      |                  |          |             |          |             |          |             |
|                                          |           |      | Funding Details  |          |             |          |             |          |             |
|                                          |           |      | NON-PARTICIPATED | 1.000    | \$9,350.00  | -1.000   | -\$9,350.00 | 0.000    | \$0.00      |
|                                          |           |      | PARTICIPATED     | 0.000    | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00      |
| 1650                                     | 797-07.60 | EA   | \$2,200.000      | 4.000    | \$8,800.00  | -4.000   | -\$8,800.00 | 0.000    | \$0.00      |
| ADJSUT EXISTING MANHOLE                  |           |      |                  |          |             |          |             |          |             |
| Reason: Balancing Change Order           |           |      |                  |          |             |          |             |          |             |
|                                          |           |      | Funding Details  |          |             |          |             |          |             |
|                                          |           |      | NON-PARTICIPATED | 4.000    | \$8,800.00  | -4.000   | -\$8,800.00 | 0.000    | \$0.00      |
|                                          |           |      | PARTICIPATED     | 0.000    | \$0.00      | 0.000    | \$0.00      | 0.000    | \$0.00      |
| 1660                                     | 797-07.61 | EA   | \$4,125.000      | 5.000    | \$20,625.00 | -1.000   | -\$4,125.00 | 4.000    | \$16,500.00 |
| ADJUST EXISTING MANHOLE (NEW CONNECTION) |           |      |                  |          |             |          |             |          |             |
| Reason: Balancing Change Order           |           |      |                  |          |             |          |             |          |             |

| Line Number                                 | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised   |              |
|---------------------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|-----------|--------------|
|                                             |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity  | Amount       |
|                                             |           |      |                  | Funding Details |             |          |              |           |              |
|                                             |           |      | NON-PARTICIPATED | 5.000           | \$20,625.00 | -1.000   | -\$4,125.00  | 4.000     | \$16,500.00  |
|                                             |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000     | \$0.00       |
| 1670                                        | 797-07.90 | LF   | \$100.000        | 850.000         | \$85,000.00 | -489.000 | -\$48,900.00 | 361.000   | \$36,100.00  |
| PIPE BURST OF EXISTING 8” SEWER to 8” PVC   |           |      |                  |                 |             |          |              |           |              |
| Reason: Balancing Change Order              |           |      |                  |                 |             |          |              |           |              |
|                                             |           |      |                  | Funding Details |             |          |              |           |              |
|                                             |           |      | NON-PARTICIPATED | 850.000         | \$85,000.00 | -489.000 | -\$48,900.00 | 361.000   | \$36,100.00  |
|                                             |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000     | \$0.00       |
| 1680                                        | 797-07.91 | LF   | \$138.000        | 700.000         | \$96,600.00 | 656.000  | \$90,528.00  | 1,356.000 | \$187,128.00 |
| PIPE BURST OF EXISTING 10” SEWER to 10” PVC |           |      |                  |                 |             |          |              |           |              |
| Reason: Balancing Change Order              |           |      |                  |                 |             |          |              |           |              |
|                                             |           |      |                  | Funding Details |             |          |              |           |              |
|                                             |           |      | NON-PARTICIPATED | 700.000         | \$96,600.00 | 656.000  | \$90,528.00  | 1,356.000 | \$187,128.00 |
|                                             |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000     | \$0.00       |
| 1690                                        | 797-07.92 | LF   | \$155.000        | 225.000         | \$34,875.00 | 482.000  | \$74,710.00  | 707.000   | \$109,585.00 |
| PIPE BURST OF EXISTING 8” SEWER to 10” PVC  |           |      |                  |                 |             |          |              |           |              |
| Reason: Balancing Change Order              |           |      |                  |                 |             |          |              |           |              |



| Line Number                      | Item ID   | Unit | Unit Price       | Current         |             | Change   |              | Revised  |              |
|----------------------------------|-----------|------|------------------|-----------------|-------------|----------|--------------|----------|--------------|
|                                  |           |      |                  | Quantity        | Amount      | Quantity | Amount       | Quantity | Amount       |
|                                  |           |      |                  | Funding Details |             |          |              |          |              |
|                                  |           |      | NON-PARTICIPATED | 225.000         | \$34,875.00 | 482.000  | \$74,710.00  | 707.000  | \$109,585.00 |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00       |
| 1700                             | 797-08.04 | LF   | \$176.000        | 300.000         | \$52,800.00 | -259.000 | -\$45,584.00 | 41.000   | \$7,216.00   |
| 4IN PVC PIPE FOR SERVICE LATERAL |           |      |                  |                 |             |          |              |          |              |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |              |
|                                  |           |      |                  | Funding Details |             |          |              |          |              |
|                                  |           |      | NON-PARTICIPATED | 300.000         | \$52,800.00 | -259.000 | -\$45,584.00 | 41.000   | \$7,216.00   |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00       |
| 1710                             | 797-08.05 | LF   | \$193.000        | 300.000         | \$57,900.00 | -259.000 | -\$49,987.00 | 41.000   | \$7,913.00   |
| 6IN PVC PIPE FOR SERVICE LATERAL |           |      |                  |                 |             |          |              |          |              |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |              |
|                                  |           |      |                  | Funding Details |             |          |              |          |              |
|                                  |           |      | NON-PARTICIPATED | 300.000         | \$57,900.00 | -259.000 | -\$49,987.00 | 41.000   | \$7,913.00   |
|                                  |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000    | \$0.00       | 0.000    | \$0.00       |
| 1720                             | 797-08.07 | EA   | \$1,100.000      | 25.000          | \$27,500.00 | -16.000  | -\$17,600.00 | 9.000    | \$9,900.00   |
| 4IN CLEAN OUT ASSEMBLY           |           |      |                  |                 |             |          |              |          |              |
| Reason: Balancing Change Order   |           |      |                  |                 |             |          |              |          |              |

| Line Number                       | Item ID   | Unit | Unit Price       | Current         |              | Change   |              | Revised  |             |
|-----------------------------------|-----------|------|------------------|-----------------|--------------|----------|--------------|----------|-------------|
|                                   |           |      |                  | Quantity        | Amount       | Quantity | Amount       | Quantity | Amount      |
|                                   |           |      |                  | Funding Details |              |          |              |          |             |
|                                   |           |      | NON-PARTICIPATED | 25.000          | \$27,500.00  | -16.000  | -\$17,600.00 | 9.000    | \$9,900.00  |
|                                   |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1730                              | 797-08.08 | EA   | \$1,265.000      | 10.000          | \$12,650.00  | -4.000   | -\$5,060.00  | 6.000    | \$7,590.00  |
| 6IN CLEAN OUT ASSEMBLY            |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order    |           |      |                  |                 |              |          |              |          |             |
|                                   |           |      |                  | Funding Details |              |          |              |          |             |
|                                   |           |      | NON-PARTICIPATED | 10.000          | \$12,650.00  | -4.000   | -\$5,060.00  | 6.000    | \$7,590.00  |
|                                   |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1740                              | 797-10.05 | EA   | \$5,720.000      | 20.000          | \$114,400.00 | -9.000   | -\$51,480.00 | 11.000   | \$62,920.00 |
| CONNECT 4IN LATERAL TO SEWER LINE |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order    |           |      |                  |                 |              |          |              |          |             |
|                                   |           |      |                  | Funding Details |              |          |              |          |             |
|                                   |           |      | NON-PARTICIPATED | 20.000          | \$114,400.00 | -9.000   | -\$51,480.00 | 11.000   | \$62,920.00 |
|                                   |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1750                              | 797-10.06 | EA   | \$5,940.000      | 20.000          | \$118,800.00 | -15.000  | -\$89,100.00 | 5.000    | \$29,700.00 |
| CONNECT 6IN LATERAL TO SEWER LINE |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order    |           |      |                  |                 |              |          |              |          |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |              | Change   |              | Revised  |             |
|--------------------------------|-----------|------|------------------|-----------------|--------------|----------|--------------|----------|-------------|
|                                |           |      |                  | Quantity        | Amount       | Quantity | Amount       | Quantity | Amount      |
|                                |           |      |                  | Funding Details |              |          |              |          |             |
|                                |           |      | NON-PARTICIPATED | 20.000          | \$118,800.00 | -15.000  | -\$89,100.00 | 5.000    | \$29,700.00 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1760                           | 797-11.01 | LF   | \$415.000        | 30.000          | \$12,450.00  | -30.000  | -\$12,450.00 | 0.000    | \$0.00      |
| 6IN POINT REPAIR               |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |              |          |             |
|                                |           |      |                  | Funding Details |              |          |              |          |             |
|                                |           |      | NON-PARTICIPATED | 30.000          | \$12,450.00  | -30.000  | -\$12,450.00 | 0.000    | \$0.00      |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1770                           | 797-11.02 | LF   | \$700.000        | 30.000          | \$21,000.00  | -30.000  | -\$21,000.00 | 0.000    | \$0.00      |
| 8IN POINT REPAIR               |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |              |          |             |
|                                |           |      |                  | Funding Details |              |          |              |          |             |
|                                |           |      | NON-PARTICIPATED | 30.000          | \$21,000.00  | -30.000  | -\$21,000.00 | 0.000    | \$0.00      |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00       | 0.000    | \$0.00      |
| 1780                           | 797-11.03 | LF   | \$910.000        | 30.000          | \$27,300.00  | -30.000  | -\$27,300.00 | 0.000    | \$0.00      |
| 10IN POINT REPAIR              |           |      |                  |                 |              |          |              |          |             |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |              |          |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |             | Change     |              | Revised   |             |
|--------------------------------|-----------|------|------------------|-----------------|-------------|------------|--------------|-----------|-------------|
|                                |           |      |                  | Quantity        | Amount      | Quantity   | Amount       | Quantity  | Amount      |
|                                |           |      |                  | Funding Details |             |            |              |           |             |
|                                |           |      | NON-PARTICIPATED | 30.000          | \$27,300.00 | -30.000    | -\$27,300.00 | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
| 1790                           | 797-11.10 | VF   | \$575.000        | 40.000          | \$23,000.00 | -40.000    | -\$23,000.00 | 0.000     | \$0.00      |
| 48IN MANHOLE REHABILITATION    |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |            |              |           |             |
|                                |           |      |                  | Funding Details |             |            |              |           |             |
|                                |           |      | NON-PARTICIPATED | 40.000          | \$23,000.00 | -40.000    | -\$23,000.00 | 0.000     | \$0.00      |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
| 1800                           | 797-11.39 | LF   | \$5.500          | 3,800.000       | \$20,900.00 | -1,539.000 | -\$8,464.50  | 2,261.000 | \$12,435.50 |
| TV INSPECTION                  |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |            |              |           |             |
|                                |           |      |                  | Funding Details |             |            |              |           |             |
|                                |           |      | NON-PARTICIPATED | 3,800.000       | \$20,900.00 | -1,539.000 | -\$8,464.50  | 2,261.000 | \$12,435.50 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00      | 0.000      | \$0.00       | 0.000     | \$0.00      |
| 1810                           | 797-11.40 | SY   | \$76.000         | 605.000         | \$45,980.00 | -494.560   | -\$37,586.56 | 110.440   | \$8,393.44  |
| RESTORE ASPHALT                |           |      |                  |                 |             |            |              |           |             |
| Reason: Balancing Change Order |           |      |                  |                 |             |            |              |           |             |

| Line Number                    | Item ID   | Unit | Unit Price       | Current         |              | Change   |               | Revised  |            |
|--------------------------------|-----------|------|------------------|-----------------|--------------|----------|---------------|----------|------------|
|                                |           |      |                  | Quantity        | Amount       | Quantity | Amount        | Quantity | Amount     |
|                                |           |      |                  | Funding Details |              |          |               |          |            |
|                                |           |      | NON-PARTICIPATED | 605.000         | \$45,980.00  | -494.560 | -\$37,586.56  | 110.440  | \$8,393.44 |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00        | 0.000    | \$0.00     |
| 1820                           | 797-11.41 | SY   | \$110.000        | 300.000         | \$33,000.00  | -300.000 | -\$33,000.00  | 0.000    | \$0.00     |
| RESTORE CONCRETE               |           |      |                  |                 |              |          |               |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |               |          |            |
|                                |           |      |                  | Funding Details |              |          |               |          |            |
|                                |           |      | NON-PARTICIPATED | 300.000         | \$33,000.00  | -300.000 | -\$33,000.00  | 0.000    | \$0.00     |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00        | 0.000    | \$0.00     |
| 1830                           | 797-30.80 | LF   | \$286.000        | 400.000         | \$114,400.00 | -400.000 | -\$114,400.00 | 0.000    | \$0.00     |
| OPEN CUT 10IN PVC CASING PIPE  |           |      |                  |                 |              |          |               |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |               |          |            |
|                                |           |      |                  | Funding Details |              |          |               |          |            |
|                                |           |      | NON-PARTICIPATED | 400.000         | \$114,400.00 | -400.000 | -\$114,400.00 | 0.000    | \$0.00     |
|                                |           |      | PARTICIPATED     | 0.000           | \$0.00       | 0.000    | \$0.00        | 0.000    | \$0.00     |
| 1840                           | 797-40.01 | LF   | \$155.000        | 550.000         | \$85,250.00  | -550.000 | -\$85,250.00  | 0.000    | \$0.00     |
| CONCRETE ENCASMENT             |           |      |                  |                 |              |          |               |          |            |
| Reason: Balancing Change Order |           |      |                  |                 |              |          |               |          |            |

| Line Number      | Item ID | Unit | Unit Price      | Current        |          | Change        |        | Revised        |        |
|------------------|---------|------|-----------------|----------------|----------|---------------|--------|----------------|--------|
|                  |         |      |                 | Quantity       | Amount   | Quantity      | Amount | Quantity       | Amount |
|                  |         |      | Funding Details |                |          |               |        |                |        |
| NON-PARTICIPATED |         |      | 550.000         | \$85,250.00    | -550.000 | -\$85,250.00  | 0.000  | \$0.00         |        |
| PARTICIPATED     |         |      | 0.000           | \$0.00         | 0.000    | \$0.00        | 0.000  | \$0.00         |        |
| 135 items        | Totals  |      |                 | \$4,548,088.85 |          | -\$555,599.46 |        | \$3,992,489.39 |        |

Funding Summary

| Fund Package     | Original Amount | Authorized Amount | Authorized Change | Revised Amount |
|------------------|-----------------|-------------------|-------------------|----------------|
| PARTICIPATED     | \$3,554,128.35  | \$3,608,637.10    | \$85,447.21       | \$3,694,084.31 |
| NON-PARTICIPATED | \$2,684,675.50  | \$2,665,278.50    | -\$641,046.67     | \$2,024,231.83 |
| 2 fund packages  | \$6,238,803.85  | \$6,273,915.60    | -\$555,599.46     | \$5,718,316.14 |

Kevin Guenther, PE

## EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN: 121512.00  
 Proj. No.: 60LPLM-F3-023  
 Contract No.: 150108  
 Fed. Proj. No.: TAP/STP-99(52)

Project Description: Columbia West 7th Multimodal Streetscape

Print Date: 4/4/2023

| PAY ITEM NO. | DESCRIPTION                                         | OVERRUN<br>UNDERRUN | UNIT | EXPLANATION                                                                                                                                                                                                                                       |
|--------------|-----------------------------------------------------|---------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 203-03.01    | BORROW EXCAVATION (SELECT MATERIAL)                 | (62.000)            | CY   | On-site materials were utilized in lieu of imported materials.                                                                                                                                                                                    |
| 203-06       | WATER                                               | (300.000)           | MG   | This pay item was incorrectly included for bid. The correct "Water" pay item was added by Change Order No. 3                                                                                                                                      |
| 209-05       | SEDIMENT REMOVAL                                    | (100.000)           | CY   | This pay item was shown for bid, but was only to be used as necessary as a part of EPSC Measures. This item was not utilized during construction.                                                                                                 |
| 209-08.02    | TEMPORARY SILT FENCE (WITH BACKING)                 | (100.000)           | LF   | This pay item was shown for bid, but was only to be used as necessary as a part of EPSC Measures. This item was not utilized during construction.                                                                                                 |
| 209-09.43    | CURB INLET PROTECTION (TYPE 4)                      | (35.000)            | EA   | This pay item was shown for bid, but was only to be used as necessary as a part of EPSC Measures. This item was not utilized during construction.                                                                                                 |
| 303-01       | MINERAL AGGREGATE, TYPE A BASE, GRADING D           | 320.380             | TN   | Item was used in addition to project plans as temporary driveway entrances in lieu of Item No. 303-10.01                                                                                                                                          |
| 303-10.01    | MINERAL AGGREGATE (TYPE 57)                         | (636.000)           | TN   | This pay item was shown for bid to be used for temporary driveways. Due to the open graded nature of the stone, Item No. 303-01 was utilized instead.                                                                                             |
| 307-02.01    | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A  | 57.940              | TN   | The bid quantity was an estimate. The quantity used on the project was verified by tickets and used as needed to complete the project.                                                                                                            |
| 307-02.08    | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B- | 99.795              | TN   | The bid quantity was an estimate. The quantity used on the project was verified by tickets and used as needed to complete the project.                                                                                                            |
| 402-01       | BITUMINOUS MATERIAL FOR PRIME COAT (PC)             | (0.370)             | TN   | This pay item was shown for bid, but was not utilized / placed to protect any compacted base material on the project.                                                                                                                             |
| 402-02       | AGGREGATE FOR COVER MATERIAL (PC)                   | (1.370)             | TN   | This pay item was shown for bid, but was not utilized / placed to protect any compacted base material on the project.                                                                                                                             |
| 411-02.10    | ACS MIX(PG70-22) GRADING D                          | 379.810             | TN   | The bid quantity was an estimate. The quantity used on the project was verified by tickets and used as needed to complete the project. At the client's request, the roadway was profiled using this mix prior to final topping being applied.     |
| 415-01.02    | COLD PLANING BITUMINOUS PAVEMENT                    | 919.210             | SY   | The quantity was field measured by the Inspector as it related to the existing asphalt on the side roads being milled to match the existing grades. The plans did not take into account the grade variance and additional quantity was necessary. |
| 604-01.01    | CLASS A CONCRETE (RDWY)                             | 3.000               | CY   | Added by Change Order No. 3 to construct concrete steps; 14+75 & 16+50 Rt.                                                                                                                                                                        |
| 604-01.02    | STEEL BAR REINFORCEMENT (RDWY)                      | 75.000              | LB   | Added by Change Order No. 3 to construct concrete steps; 14+75 & 16+50 Rt.                                                                                                                                                                        |
| 610-11.02    | PLASTIC PIPE (6 INCH)                               | 120.000             | LF   | Added by Change Order No. 3 to drain stormwater from a basement to the stormdrain system.                                                                                                                                                         |
| 701-01.01    | CONCRETE SIDEWALK (4 ")                             | 4,494.960           | SF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                                                                  |
| 701-01.03    | CONCRETE SIDEWALK - 4 " (DECORATIVE/STAMPED)        | (5,199.640)         | SF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                                                                  |
| 701-02.03    | CONCRETE CURB RAMP                                  | (423.000)           | SF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                                                                  |
| 701-02       | CONCRETE DRIVEWAY                                   | 2,291.880           | SF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                                                                  |
| 707-08.11    | HIGH-VISIBILITY CONSTRUCTION FENCE                  | (577.000)           | LF   | This pay item was shown for bid, but was only to be used as required by the Engineer. This item was not utilized during construction.                                                                                                             |

## EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN: 121512.00  
 Proj. No.: 60LPLM-F3-023  
 Contract No.: 150108  
 Fed. Proj. No.: TAP/STP-99(52)

Project Description: Columbia West 7th Multimodal Streetscape

Print Date: 4/4/2023

| PAY ITEM NO. | DESCRIPTION                                         | OVERRUN<br>UNDERRUN | UNIT | EXPLANATION                                                                                                                                                                                     |
|--------------|-----------------------------------------------------|---------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 712-06       | SIGNS (CONSTRUCTION)                                | (1,090.000)         | SF   | Plan quantity did not meet site conditions in keeping with MUTCD. The quantity was measured as constructed and paid.                                                                            |
| 714-03.01    | DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)         | 543.000             | LF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 714-08.20    | FOUNDATION (ONLY) FOR LIGHT STANDARD                | (17.000)            | EA   | Change Order No. 3 reduced this item to accommodate a redesign of the foundation being constructed over existing utility facilities.                                                            |
| 714-08.20a   | FOUNDATION (ONLY) FOR LIGHT STANDARD SPREAD FOOTING | 17.000              | EA   | Added by Change Order No. 3. A new foundation was designed to accommodate existing utility facilities.                                                                                          |
| 716-02.09    | PLASTIC PAVEMENT MARKINGS (LONGITUDINAL CROSS-WALK) | 197.000             | LF   | Added by Change Order No. 3. This necessary pay item was not included in the original bid pay items.                                                                                            |
| 716-08.20    | REMOVAL OF PAVEMENT MARKING (LINE)                  | (1.309)             | LM   | Contractor was authorized to utilize a different traffic phasing plan to reduce impact of traffic disruptions.                                                                                  |
| 802-05       | WATER (PLANT ESTABLISHMENT)                         | 7.000               | MG   | This was a necessary pay item added by Change Order No. 3 for watering landscaping.                                                                                                             |
| 802-06.04    | MULCH (4IN PINE STRAW MULCH)                        | (38.000)            | CY   | The Pine Mulch was installed by an unauthorized subcontractor. Payment therefore not made.                                                                                                      |
| 920-10.01    | CONCRETE DRIVEWAY (6" DECORATIVE/STAMPED)           | (1,763.340)         | SF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 790-42.07    | 6IN DIA GALVINIZED METAL PIPE                       | (122.000)           | LF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 790-42.11    | 6IN DIA PVC PIPE                                    | 790.000             | LF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 790-43.52    | SECONDARY RISER W/ 4IN CONDUIT                      | (5.000)             | EA   | The quantity installed and paid was based on need and existing conditions.                                                                                                                      |
| 790-43.58    | 3PH PRIMARY RISER W/ 6IN CONDUIT                    | 1.000               | EA   | The quantity installed and paid was based on need and existing conditions.                                                                                                                      |
| 798-02.05    | CONDUIT - PVC (2" - SCHED 40)                       | (661.000)           | LF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 798-02.06    | CONDUIT - PVC (4" - SCHED 40)                       | 2,512.000           | LF   | Plan quantity did not match field conditions. The quantity was measured as constructed and paid.                                                                                                |
| 791-03.02    | 2IN HDPE GAS MAIN                                   | (216.000)           | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans.                                                      |
| 791-03.05    | 6IN HDPE GAS MAIN                                   | 156.000             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans.                                                      |
| 791-06.04    | CONNECT TO 6IN EX. PE MAIN                          | (1.000)             | EA   | This pay item was not necessary with current existing conditions.                                                                                                                               |
| 791-08.07    | 3/4IN PE SERVICE PIPE                               | 684.000             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans.                                                      |
| 791-09.05    | RESTORE ASPHALT                                     | 561.840             | SY   | Item was utilized to repair existing asphalt where gas services were installed. This work was directed by the local utility company. The quantity was field measured by the Inspector and paid. |
| 791-09.06    | RESTORE CONCRETE                                    | (10.000)            | SY   | This pay item was not necessary with current existing conditions.                                                                                                                               |
| 791-09.07    | RESTORE GRAVEL                                      | (10.000)            | SY   | This pay item was not necessary with current existing conditions.                                                                                                                               |
| 791-10.01    | RETIRE IN PLACE 3/4IN SERV CUT & PLUG               | (12.000)            | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans.                                                      |



## EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN: 121512.00  
 Proj. No.: 60LPLM-F3-023  
 Contract No.: 150108  
 Fed. Proj. No.: TAP/STP-99(52)

Project Description: Columbia West 7th Multimodal Streetscape

Print Date: 4/4/2023

| PAY ITEM NO. | DESCRIPTION                                 | OVERRUN<br>UNDERRUN | UNIT | EXPLANATION                                                                                                                                |
|--------------|---------------------------------------------|---------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 795-01.04    | 6IN DIP SLIP JOINT WATER LINE               | 191.450             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 795-09.01    | 3/4IN WATER SERVICE METER ASSEMBLY          | (5.000)             | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 795-09.04    | 2IN WATER SERVICE METER ASSEMBLY            | (1.000)             | EA   | This pay item was not necessary with current existing conditions.                                                                          |
| 795-09.64    | 2IN PEXa SERVICE PIPE                       | (50.000)            | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 795-13.01    | DI FITTINGS                                 | 1,845.600           | LB   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 795-14.03    | CLASS C CONCRETE                            | (147.500)           | CY   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 795-14.08    | RESTORE ASPHALT                             | (152.490)           | SY   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 795-14.09    | RESTORE CONCRETE                            | (65.000)            | SY   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-05.40    | 8IN SWR W/CIPP LINING INCL BYPASS PUMPING   | (850.000)           | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-05.42    | 10IN SWR W/CIPP LINING INCL BYPASS PUMPING  | (700.000)           | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-05.43    | 4IN SWR W/CIPP LINING INCL BYPASS PUMPING   | 146.000             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-05.51    | 8IN PVC GRAVITY SEWER 0FT-6FT DEPTH         | 85.000              | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-05.52    | 8IN PVC GRAVITY SEWER 6FT-12FT DEPTH        | (20.000)            | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-05.55    | 10IN PVC GRAVITY SEWER 0FT-6FT DEPTH        | (155.000)           | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-05.56    | 10IN PVC GRAVITY SEWER 6FT-12FT DEPTH       | (100.000)           | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-07.02    | 48IN MANHOLE 4FT-6FT DEPTH                  | 4.000               | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-07.03    | 48IN MANHOLE 6FT-8FT DEPTH                  | (1.000)             | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-07.04    | 48IN MANHOLE 8FT-10FT DEPTH                 | (1.000)             | EA   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-07.60    | ADJSUT EXISTING MANHOLE                     | (4.000)             | EA   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-07.90    | PIPE BURST OF EXISTING 8" SEWER to 8" PVC   | (489.000)           | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-07.91    | PIPE BURST OF EXISTING 10" SEWER to 10" PVC | 656.000             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-07.92    | PIPE BURST OF EXISTING 8" SEWER to 10" PVC  | 482.000             | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-08.04    | 4IN PVC PIPE FOR SERVICE LATERAL            | (259.000)           | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-08.05    | 6IN PVC PIPE FOR SERVICE LATERAL            | (259.000)           | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-08.07    | 4IN CLEAN OUT ASSEMBLY                      | (16.000)            | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |

## EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN: 121512.00  
 Proj. No.: 60LPLM-F3-023  
 Contract No.: 150108  
 Fed. Proj. No.: TAP/STP-99(52)

Project Description: Columbia West 7th Multimodal Streetscape

Print Date: 4/4/2023

| PAY ITEM NO. | DESCRIPTION                       | OVERRUN<br>UNDERRUN | UNIT | EXPLANATION                                                                                                                                |
|--------------|-----------------------------------|---------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 797-10.05    | CONNECT 4IN LATERAL TO SEWER LINE | (9.000)             | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-10.06    | CONNECT 6IN LATERAL TO SEWER LINE | (15.000)            | EA   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-11.01    | 6IN POINT REPAIR                  | (30.000)            | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-11.02    | 8IN POINT REPAIR                  | (30.000)            | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-11.03    | 10IN POINT REPAIR                 | (30.000)            | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-11.10    | 48IN MANHOLE REHABILITATION       | (40.000)            | VF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-11.39    | TV INSPECTION                     | (1,539.000)         | LF   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-11.40    | RESTORE ASPHALT                   | (494.560)           | SY   | This item was directed installed, inspected, and paid by utility agency to meet the existing field condition needs an intent of the plans. |
| 797-11.41    | RESTORE CONCRETE                  | (300.000)           | SY   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-30.80    | OPEN CUT 10IN PVC CASING PIPE     | (400.000)           | LF   | This pay item was not necessary with current existing conditions.                                                                          |
| 797-40.01    | CONCRETE ENCASMENT                | (550.000)           | LF   | This pay item was not necessary with current existing conditions.                                                                          |

# PROJECT "MAJOR ITEMS" PER SPECIFICATION

Project No.: 60LPLM-F3-023  
 Contract No.: 150108  
 Federal No.: TAP/STP-99(52)  
 PIN(s): 121512.00  
 County: Maury  
 Proj. Desc.: West 7th Multimodal Streetscape

**AT = (MI / OCA) \* OCT Circular Letter 108.07-01**

AT = Additional Contract Time (Days)  
 MI = sum of the additional cost of the major items (\$)  
 OCA = Original contract amount (\$)  
 OCT = Original contract time (days)

Possible Additional Contract Days to consider adding to Contract **-1**  
 Determination of Time Based on Quantity Increases

AT = -0.8  
 MI = \$ (10,780.03)  
 OCA = \$ 6,238,803.85  
 OCT = **450** Original Contract Days

Print Date: 8/12/2022

| PAY ITEM NO. | DESCRIPTION                                                                                                   | ORIGINAL<br>BID<br>PLAN QTY. | UNIT<br>OF<br>MEAS. | BID<br>\$ UNIT | ORIGINAL<br>CONTRACT<br>VALUE | FINAL<br>QUANTITY | FINAL<br>CONTRACT<br>VALUE |
|--------------|---------------------------------------------------------------------------------------------------------------|------------------------------|---------------------|----------------|-------------------------------|-------------------|----------------------------|
| 798-02.06    | CONDUIT - PVC (4" - SCHED 40)                                                                                 | 19,500.000                   | LF                  | \$ 17.60       | \$ 343,200.00                 | 22012.000         | \$ 387,411.200             |
| 791-03.05    | 6IN HDPE GAS MAIN                                                                                             | 1,860.000                    | LF                  | \$ 160.00      | \$ 297,600.00                 | 2016.000          | \$ 322,560.000             |
| 795-01.10    | 12IN DIP SLIP JOINT WATER LINE                                                                                | 1,935.000                    | LF                  | \$ 105.00      | \$ 203,175.00                 | 1911.000          | \$ 200,655.000             |
| 790-42.11    | 6IN DIA PVC PIPE                                                                                              | 6,900.000                    | LF                  | \$ 29.00       | \$ 200,100.00                 | 7690.000          | \$ 223,010.000             |
| 717-01       | MOBILIZATION                                                                                                  | 1.000                        | LS                  | \$ 200,000.00  | \$ 200,000.00                 | 1.000             | \$ 200,000.000             |
| 714-08.09    | LIGHT STANDARDS (WASHINGTON SERIES)                                                                           | 37.000                       | EA                  | \$ 5,185.00    | \$ 191,845.00                 | 37.000            | \$ 191,845.000             |
| 712-01       | TRAFFIC CONTROL                                                                                               | 1.000                        | LS                  | \$ 185,000.00  | \$ 185,000.00                 | 1.000             | \$ 185,000.000             |
| 607-03.02    | 18" CONCRETE PIPE CULVERT (CLASS III)                                                                         | 1,392.000                    | LF                  | \$ 125.00      | \$ 174,000.00                 | 1377.000          | \$ 172,125.000             |
| 791-03.02    | 2IN HDPE GAS MAIN                                                                                             | 1,110.000                    | LF                  | \$ 141.00      | \$ 156,510.00                 | 894.000           | \$ 126,054.000             |
| 201-01       | CLEARING AND GRUBBING                                                                                         | 1.000                        | LS                  | \$ 140,000.00  | \$ 140,000.00                 | 1.000             | \$ 140,000.000             |
| 701-01.03    | CONCRETE SIDEWALK - 4" (DECORATIVE/STAMPED)                                                                   | 11,814.000                   | SF                  | \$ 11.85       | \$ 139,995.90                 | 6614.360          | \$ 78,380.166              |
| 790-42.10    | 4IN DIA PVC PIPE                                                                                              | 5,710.000                    | LF                  | \$ 24.50       | \$ 139,895.00                 | 5449.000          | \$ 133,500.500             |
| 793-14.07    | MH PRECAST (ATT 12'X6'X7')                                                                                    | 6.000                        | EA                  | \$ 21,850.00   | \$ 131,100.00                 | 6.000             | \$ 131,100.000             |
|              |                                                                                                               |                              |                     |                | \$ -                          |                   | \$ -                       |
|              |                                                                                                               |                              |                     |                | \$ -                          |                   | \$ -                       |
|              |                                                                                                               |                              |                     |                | \$ -                          |                   | \$ -                       |
|              | Based on review of impacts to Major Pay Items, no Addition or Reduction to Contract Time will be made on this |                              |                     |                | \$ -                          |                   | \$ -                       |
|              | Contract.                                                                                                     |                              |                     |                | \$ -                          |                   | \$ -                       |
|              |                                                                                                               |                              |                     |                | \$ -                          |                   | \$ -                       |
|              |                                                                                                               |                              |                     |                | \$ -                          |                   | \$ -                       |

Total Sum: \$ 2,502,420.90 \$ 2,491,640.866



# Ragan-Smith Associates, Inc.

## Detailed Payment

121512.00

## RaganSmith

|                               |                                                          |
|-------------------------------|----------------------------------------------------------|
| <b>Description</b>            | Columbia Multimodal Streetscape                          |
| <b>Payment Number</b>         | 27                                                       |
| <b>Pay Period</b>             | 03/24/2022 to 03/24/2022                                 |
| <b>Prime Contractor</b>       | SESSIONS PAVING<br>P.O. BOX 90266<br>NASHVILLE, TN 37209 |
| <b>Payment Status</b>         | Approved                                                 |
| <b>Awarded Project Amount</b> | \$6,238,803.85                                           |
| <b>Authorized Amount</b>      | \$5,718,316.14                                           |
| <b>Remarks</b>                | Final Payment                                            |

| Line Number                           | Item ID | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------|---------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 1 - ROADWAY                  |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0010                                  | 105-01  | LS   | \$55,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$55,000.00               |
| CONSTRUCTION STAKES, LINES AND GRADES |         |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                               | Item ID   | Unit | Unit Price    | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------|-----------|------|---------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0020                                      | 201-01    | LS   | \$140,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$140,000.00              |
| CLEARING AND GRUBBING                     |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0030                                      | 202-01.50 | EA   | \$750.000     | 10.000              | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$7,500.00                |
| REMOVAL OF STRUCTURES AND OBSTRUCTIONS    |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0040                                      | 202-02.21 | LF   | \$20.000      | 64.000              | 0.000                 | 64.000                 | 64.000                      | 64.000                        | \$0.00                 | \$1,280.00                |
| REMOVAL OF PIPE (12" DIA PIPES)           |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0050                                      | 202-02.22 | LF   | \$20.000      | 391.000             | 0.000                 | 391.000                | 391.000                     | 391.000                       | \$0.00                 | \$7,820.00                |
| REMOVAL OF PIPE (15" DIA PIPES)           |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0060                                      | 202-02.23 | LF   | \$24.000      | 388.000             | 0.000                 | 388.000                | 388.000                     | 388.000                       | \$0.00                 | \$9,312.00                |
| REMOVAL OF PIPE (18" DIA PIPES)           |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0070                                      | 202-03    | SY   | \$15.000      | 3,621.090           | 0.000                 | 3,621.090              | 3,621.090                   | 3,621.090                     | \$0.00                 | \$54,316.35               |
| REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC. |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0080                                      | 202-03.01 | SY   | \$8.000       | 2,258.500           | 0.000                 | 2,258.500              | 2,258.500                   | 2,258.500                     | \$0.00                 | \$18,068.00               |
| REMOVAL OF ASPHALT PAVEMENT               |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0090                                      | 202-08.10 | LF   | \$7.500       | 2,939.000           | 0.000                 | 2,939.000              | 2,939.000                   | 2,939.000                     | \$0.00                 | \$22,042.50               |
| REMOVAL OF CURB (POST CURB)               |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0100                                      | 203-01    | CY   | \$45.000      | 1,250.000           | 1,007.540             | 242.460                | 1,250.000                   | 1,250.000                     | \$45,339.30            | \$56,250.00               |
| ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0110                                      | 203-03.01 | CY   | \$60.000      | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| BORROW EXCAVATION (SELECT MATERIAL)       |           |      |               |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                        | Item ID   | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|----------------------------------------------------|-----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0120                                               | 203-06    | MG   | \$10.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER                                              |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0130                                               | 203-07    | CY   | \$30.000   | 288.890             | 0.000                 | 288.890                | 288.890                     | 288.890                       | \$0.00                 | \$8,666.70                |
| FURNISHING & SPREADING TOPSOIL                     |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0140                                               | 204-08.01 | CY   | \$225.000  | 33.000              | 0.000                 | 33.000                 | 33.000                      | 33.000                        | \$0.00                 | \$7,425.00                |
| BACKFILL MATERIAL (FLOWABLE FILL)                  |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0150                                               | 209-03.20 | LF   | \$12.000   | 300.000             | 0.000                 | 300.000                | 300.000                     | 300.000                       | \$0.00                 | \$3,600.00                |
| FILTER SOCK (8 INCH)                               |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0160                                               | 209-05    | CY   | \$5.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SEDIMENT REMOVAL                                   |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0170                                               | 209-08.02 | LF   | \$8.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY SILT FENCE (WITH BACKING)                |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0180                                               | 209-09.43 | EA   | \$250.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CURB INLET PROTECTION (TYPE 4)                     |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0190                                               | 303-01    | TN   | \$60.000   | 448.380             | 111.940               | 336.440                | 448.380                     | 448.380                       | \$6,716.40             | \$26,902.80               |
| MINERAL AGGREGATE, TYPE A BASE, GRADING D          |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0200                                               | 303-10.01 | TN   | \$65.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MINERAL AGGREGATE (TYPE 57)                        |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0210                                               | 307-02.01 | TN   | \$200.000  | 97.940              | 0.000                 | 97.940                 | 97.940                      | 97.940                        | \$0.00                 | \$19,588.00               |
| ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A |           |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                           | Item ID   | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------------|-----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0220                                                  | 307-02.08 | TN   | \$210.000   | 125.795             | 0.000                 | 125.795                | 125.795                     | 125.795                       | \$0.00                 | \$26,416.95               |
| ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2 |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0230                                                  | 402-01    | TN   | \$1,200.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| BITUMINOUS MATERIAL FOR PRIME COAT (PC)               |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0240                                                  | 402-02    | TN   | \$60.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| AGGREGATE FOR COVER MATERIAL (PC)                     |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0250                                                  | 403-01    | TN   | \$1,500.000 | 4.140               | 0.000                 | 4.140                  | 4.140                       | 4.140                         | \$0.00                 | \$6,210.00                |
| BITUMINOUS MATERIAL FOR TACK COAT (TC)                |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0260                                                  | 411-02.10 | TN   | \$165.000   | 1,043.810           | 0.000                 | 1,043.810              | 1,043.810                   | 1,043.810                     | \$0.00                 | \$172,228.65              |
| ACS MIX(PG70-22) GRADING D                            |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0270                                                  | 415-01.02 | SY   | \$65.000    | 1,034.210           | 0.000                 | 1,034.210              | 1,034.210                   | 1,034.210                     | \$0.00                 | \$67,223.65               |
| COLD PLANING BITUMINOUS PAVEMENT                      |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0275                                                  | 604-01.01 | CY   | \$1,086.750 | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$3,260.25                |
| CLASS A CONCRETE (RDWY)                               |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0276                                                  | 604-01.02 | LB   | \$2.100     | 75.000              | 0.000                 | 75.000                 | 75.000                      | 75.000                        | \$0.00                 | \$157.50                  |
| STEEL BAR REINFORCEMENT (RDWY)                        |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0280                                                  | 607-03.02 | LF   | \$125.000   | 1,377.000           | 0.000                 | 1,377.000              | 1,377.000                   | 1,377.000                     | \$0.00                 | \$172,125.00              |
| 18" CONCRETE PIPE CULVERT (CLASS III)                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0285                                                  | 610-11.02 | LF   | \$125.000   | 120.000             | 0.000                 | 120.000                | 120.000                     | 120.000                       | \$0.00                 | \$15,000.00               |
| PLASTIC PIPE (6 INCH)                                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |

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|-----------------------------------------|-----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0290                                    | 611-01.22 | EA   | \$1,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,500.00                |
| CAPPING EXISTING MANHOLE                |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0300                                    | 611-02.10 | EA   | \$4,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$4,500.00                |
| JUNCTION BOX, TYPE 1                    |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0310                                    | 611-02.12 | EA   | \$4,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$4,500.00                |
| JUNCTION BOX, TYPE 3                    |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0320                                    | 611-07.01 | CY   | \$1,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,500.00                |
| CLASS A CONCRETE (PIPE ENDWALLS)        |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0330                                    | 611-07.02 | LB   | \$5.000     | 45.000              | 0.000                 | 45.000                 | 45.000                      | 45.000                        | \$0.00                 | \$225.00                  |
| STEEL BAR REINFORCEMENT (PIPE ENDWALLS) |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0340                                    | 611-12.01 | EA   | \$4,000.000 | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$16,000.00               |
| CATCH BASINS, TYPE 12, 0' - 4' DEPTH    |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0350                                    | 611-12.02 | EA   | \$5,000.000 | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$25,000.00               |
| CATCH BASINS, TYPE 12, > 4' - 8' DEPTH  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0360                                    | 611-12.03 | EA   | \$6,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$6,000.00                |
| CATCH BASINS, TYPE 12, > 8' - 12' DEPTH |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0370                                    | 611-14.02 | EA   | \$7,500.000 | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$30,000.00               |
| CATCH BASINS, TYPE 14, > 4' - 8' DEPTH  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0380                                    | 611-14.03 | EA   | \$8,500.000 | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$25,500.00               |
| CATCH BASINS, TYPE 14, > 8' - 12' DEPTH |           |      |             |                     |                       |                        |                             |                               |                        |                           |



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| 0390                                         | 611-42.01 | EA   | \$4,500.000   | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$13,500.00               |
| CATCH BASINS, TYPE 42, 0' - 4' DEPTH         |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0400                                         | 611-90.01 | EA   | \$8,500.000   | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$8,500.00                |
| CATCH BASINS, (TYPE 14, 10.1' DEPTH)         |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0410                                         | 701-01.01 | SF   | \$9.400       | 14,990.960          | 0.000                 | 14,990.960             | 14,990.960                  | 14,990.960                    | \$0.00                 | \$140,915.02              |
| CONCRETE SIDEWALK (4 ")                      |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0420                                         | 701-01.03 | SF   | \$11.850      | 6,614.360           | 0.000                 | 6,614.360              | 6,614.360                   | 6,614.360                     | \$0.00                 | \$78,380.17               |
| CONCRETE SIDEWALK - 4 " (DECORATIVE/STAMPED) |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0430                                         | 701-02.03 | SF   | \$17.850      | 1,361.000           | 0.000                 | 1,361.000              | 1,361.000                   | 1,361.000                     | \$0.00                 | \$24,293.85               |
| CONCRETE CURB RAMP                           |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0440                                         | 701-02    | SF   | \$13.150      | 10,961.880          | 0.000                 | 10,961.880             | 10,961.880                  | 10,961.880                    | \$0.00                 | \$144,148.72              |
| CONCRETE DRIVEWAY                            |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0450                                         | 702-03    | CY   | \$350.000     | 205.462             | 0.000                 | 205.462                | 205.462                     | 205.462                       | \$0.00                 | \$71,911.70               |
| CONCRETE COMBINED CURB & GUTTER              |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0460                                         | 707-08.11 | LF   | \$10.000      | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| HIGH-VISIBILITY CONSTRUCTION FENCE           |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0470                                         | 712-01    | LS   | \$185,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$185,000.00              |
| TRAFFIC CONTROL                              |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0480                                         | 712-04.01 | EA   | \$50.000      | 100.000             | 0.000                 | 100.000                | 100.000                     | 100.000                       | \$0.00                 | \$5,000.00                |
| FLEXIBLE DRUMS (CHANNELIZING)                |           |      |               |                     |                       |                        |                             |                               |                        |                           |

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| 0490                                        | 712-05.01 | EA   | \$40.000     | 10.000              | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$400.00                  |
| WARNING LIGHTS (TYPE A)                     |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0500                                        | 712-05.03 | EA   | \$45.000     | 50.000              | 0.000                 | 50.000                 | 50.000                      | 50.000                        | \$0.00                 | \$2,250.00                |
| WARNING LIGHTS (TYPE C)                     |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0510                                        | 712-06    | SF   | \$9.000      | 224.000             | 0.000                 | 224.000                | 224.000                     | 224.000                       | \$0.00                 | \$2,016.00                |
| SIGNS (CONSTRUCTION)                        |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0520                                        | 713-01.10 | LS   | \$15,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$15,000.00               |
| SIGNING                                     |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0530                                        | 713-15.36 | EA   | \$100.000    | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$400.00                  |
| REMOVE SIGN, SUPPORT & FOOTING              |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0540                                        | 714-03.01 | LF   | \$13.000     | 3,843.000           | 0.000                 | 3,843.000              | 3,843.000                   | 3,843.000                     | \$0.00                 | \$49,959.00               |
| DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0550                                        | 714-03.02 | LF   | \$16.200     | 430.000             | 0.000                 | 430.000                | 430.000                     | 430.000                       | \$0.00                 | \$6,966.00                |
| DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0560                                        | 714-05.03 | EA   | \$540.000    | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$3,240.00                |
| PULL BOXES (TYPE B)                         |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0570                                        | 714-06.02 | LF   | \$0.650      | 1,680.000           | 0.000                 | 1,680.000              | 1,680.000                   | 1,680.000                     | \$0.00                 | \$1,092.00                |
| CABLE (1/C #12 AWG)                         |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0580                                        | 714-06.04 | LF   | \$1.500      | 9,800.000           | 0.000                 | 9,800.000              | 9,800.000                   | 9,800.000                     | \$0.00                 | \$14,700.00               |
| CABLE (1/C #8 AWG)                          |           |      |              |                     |                       |                        |                             |                               |                        |                           |

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| 0590                                               | 714-06.06  | LF   | \$2.050      | 3,750.000           | 0.000                 | 3,750.000              | 3,750.000                   | 3,750.000                     | \$0.00                 | \$7,687.50                |
| CABLE (1/C #4 AWG)                                 |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0600                                               | 714-06.08  | LF   | \$2.800      | 8,440.000           | 0.000                 | 8,440.000              | 8,440.000                   | 8,440.000                     | \$0.00                 | \$23,632.00               |
| CABLE (1/C #1 AWG)                                 |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0610                                               | 714-06.09  | LF   | \$5.650      | 870.000             | 0.000                 | 870.000                | 870.000                     | 870.000                       | \$0.00                 | \$4,915.50                |
| CABLE (SERVICE ENTRY #3/0)                         |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0620                                               | 714-08.09  | EA   | \$5,185.000  | 37.000              | 0.000                 | 37.000                 | 37.000                      | 37.000                        | \$0.00                 | \$191,845.00              |
| LIGHT STANDARDS (WASHINGTON SERIES)                |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0630                                               | 714-08.20  | EA   | \$1,300.000  | 20.000              | 0.000                 | 20.000                 | 20.000                      | 20.000                        | \$0.00                 | \$26,000.00               |
| FOUNDATION (ONLY) FOR LIGHT STANDARD               |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0631                                               | 714-08.20a | EA   | \$2,625.000  | 17.000              | 0.000                 | 17.000                 | 17.000                      | 17.000                        | \$0.00                 | \$44,625.00               |
| FOUNDATION (ONLY) FOR LIGHT STANDARD SPREAD FOOTER |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0640                                               | 714-09.09  | EA   | \$3,525.000  | 37.000              | 0.000                 | 37.000                 | 37.000                      | 37.000                        | \$0.00                 | \$130,425.00              |
| LUMINAIRES (WASHINGTON SERIES)                     |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0650                                               | 714-12.01  | LS   | \$13,610.000 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$27,220.00               |
| CONTROL CENTER (NO. 1)                             |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0660                                               | 714-25.22  | EA   | \$3,025.000  | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$6,050.00                |
| INSTALL SVC RISER                                  |            |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0670                                               | 716-01.21  | EA   | \$85.000     | 50.000              | 0.000                 | 50.000                 | 50.000                      | 50.000                        | \$0.00                 | \$4,250.00                |
| SNWPLWBLE PVMT MRKRS (BI-DIR)(1 COLOR)             |            |      |              |                     |                       |                        |                             |                               |                        |                           |

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| 0680                                                | 716-01.22 | EA   | \$85.000      | 17.000              | 0.000                 | 17.000                 | 17.000                      | 17.000                        | \$0.00                 | \$1,445.00                |
| SNWPLWBLE PVMT MRKRS (MONO-DIR)(1 COLOR)            |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0690                                                | 716-02.05 | LF   | \$25.000      | 137.000             | 0.000                 | 137.000                | 137.000                     | 137.000                       | \$0.00                 | \$3,425.00                |
| PLASTIC PAVEMENT MARKING (STOP LINE)                |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0700                                                | 716-02.06 | EA   | \$230.000     | 13.000              | 0.000                 | 13.000                 | 13.000                      | 13.000                        | \$0.00                 | \$2,990.00                |
| PLASTIC PAVEMENT MARKING (TURN LANE ARROW)          |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0705                                                | 716-02.09 | LF   | \$42.000      | 197.000             | 0.000                 | 197.000                | 197.000                     | 197.000                       | \$0.00                 | \$8,274.00                |
| PLASTIC PAVEMENT MARKINGS (LONGITUDINAL CROSS-WALK) |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0710                                                | 716-04.13 | EA   | \$575.000     | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$3,450.00                |
| PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)  |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0720                                                | 716-05.01 | LM   | \$2,500.000   | 1.601               | 0.000                 | 1.601                  | 1.601                       | 1.601                         | \$0.00                 | \$4,002.50                |
| PAINTED PAVEMENT MARKING (4" LINE)                  |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0730                                                | 716-08.20 | LM   | \$6,500.000   | 0.191               | 0.000                 | 0.191                  | 0.191                       | 0.191                         | \$0.00                 | \$1,241.50                |
| REMOVAL OF PAVEMENT MARKING (LINE)                  |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0740                                                | 716-12.01 | LM   | \$6,500.000   | 0.837               | 0.000                 | 0.837                  | 0.837                       | 0.837                         | \$0.00                 | \$5,440.50                |
| ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)      |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0750                                                | 716-12.02 | LM   | \$1,000.000   | 0.275               | 0.000                 | 0.275                  | 0.275                       | 0.275                         | \$0.00                 | \$275.00                  |
| ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)      |           |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0760                                                | 717-01    | LS   | \$200,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$200,000.00              |
| MOBILIZATION                                        |           |      |               |                     |                       |                        |                             |                               |                        |                           |

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| 0770                                      | 721-01.01 | EA   | \$2,800.000 | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$8,400.00                |
| BENCH                                     |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0780                                      | 721-01.02 | EA   | \$2,700.000 | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$8,100.00                |
| TRASH RECEPTACLE                          |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0790                                      | 730-01.02 | EA   | \$1,300.000 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$2,600.00                |
| REMOVAL OF SIGNAL EQUIPMENT               |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0800                                      | 730-02.09 | EA   | \$925.000   | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$5,550.00                |
| SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE) |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0810                                      | 730-03.21 | EA   | \$380.000   | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$1,520.00                |
| INSTALL PULL BOX (TYPE B)                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0820                                      | 730-05.01 | EA   | \$3,780.000 | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$11,340.00               |
| ELECTRICAL SERVICE CONNECTION             |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0830                                      | 730-08.01 | LF   | \$1.350     | 250.000             | 0.000                 | 250.000                | 250.000                     | 250.000                       | \$0.00                 | \$337.50                  |
| SIGNAL CABLE - 3 CONDUCTOR                |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0840                                      | 730-08.02 | LF   | \$1.650     | 440.000             | 0.000                 | 440.000                | 440.000                     | 440.000                       | \$0.00                 | \$726.00                  |
| SIGNAL CABLE - 5 CONDUCTOR                |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0850                                      | 730-08.03 | FL   | \$1.900     | 420.000             | 0.000                 | 420.000                | 420.000                     | 420.000                       | \$0.00                 | \$798.00                  |
| SIGNAL CABLE - 7 CONDUCTOR                |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0860                                      | 730-12.03 | LF   | \$21.600    | 220.000             | 0.000                 | 220.000                | 220.000                     | 220.000                       | \$0.00                 | \$4,752.00                |
| CONDUIT 3" DIAMETER (PVC)                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |

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|-----------------------------------------------------------|-----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0870                                                      | 730-13.01 | EA   | \$280.000    | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$1,400.00                |
| VEHICLE LOOP DETECTOR (SHELF MOUNT)                       |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0880                                                      | 730-14.01 | LF   | \$1.350      | 575.000             | 0.000                 | 575.000                | 575.000                     | 575.000                       | \$0.00                 | \$776.25                  |
| SHIELDED DETECTOR CABLE                                   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0890                                                      | 730-14.02 | LF   | \$3.800      | 656.000             | 0.000                 | 656.000                | 656.000                     | 656.000                       | \$0.00                 | \$2,492.80                |
| SAW SLOT                                                  |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0900                                                      | 730-14.03 | LF   | \$0.550      | 1,704.000           | 0.000                 | 1,704.000              | 1,704.000                   | 1,704.000                     | \$0.00                 | \$937.20                  |
| LOOP WIRE                                                 |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0910                                                      | 730-15.32 | EA   | \$16,300.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$16,300.00               |
| CABINET (EIGHT PHASE BASE MOUNTED)                        |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0920                                                      | 730-16.02 | EA   | \$3,185.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$3,185.00                |
| EIGHT PHASE ACTUATED CONTROLLER                           |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0930                                                      | 730-23.30 | EA   | \$1,620.000  | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$3,240.00                |
| PEDESTAL POLE (PEDESTRIAN)                                |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0940                                                      | 730-23.56 | EA   | \$14,000.000 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$28,000.00               |
| CANTILEVER SIGNAL SUPPORT (1 ARM @ 25')                   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0950                                                      | 730-23.64 | EA   | \$14,100.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$14,100.00               |
| CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')                   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0960                                                      | 730-26.11 | EA   | \$1,360.000  | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$5,440.00                |
| COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN |           |      |              |                     |                       |                        |                             |                               |                        |                           |

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|----------------------------------------------------|-----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0970                                               | 802-01.10 | EA   | \$710.000  | 18.000              | 0.000                 | 18.000                 | 18.000                      | 18.000                        | \$0.00                 | \$12,780.00               |
| TREES (GINKGO BILOBA 'PRINCETON SENTRY' @ 3" CAL.) |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0980                                               | 802-01.11 | EA   | \$710.000  | 16.000              | 0.000                 | 16.000                 | 16.000                      | 16.000                        | \$0.00                 | \$11,360.00               |
| TREES (QUERCUS NUTTALLII @ 3" CAL.)                |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0990                                               | 802-04.70 | EA   | \$12.000   | 473.000             | 0.000                 | 473.000                | 473.000                     | 473.000                       | \$0.00                 | \$5,676.00                |
| GROUND COVER (EUONYMUS FORTUNEI 'COLORATA')        |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1000                                               | 802-04.71 | EA   | \$12.000   | 595.000             | 0.000                 | 595.000                | 595.000                     | 595.000                       | \$0.00                 | \$7,140.00                |
| GROUND COVER (LIRIOPE MUSCARI 'BIG BLUE')          |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1005                                               | 802-05    | MG   | \$189.000  | 7.000               | 0.000                 | 7.000                  | 7.000                       | 7.000                         | \$0.00                 | \$1,323.00                |
| WATER (PLANT ESTABLISHMENT)                        |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1010                                               | 802-06.04 | CY   | \$85.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MULCH (4IN PINE STRAW MULCH)                       |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1020                                               | 803-01    | SY   | \$4.500    | 2,802.660           | 0.000                 | 2,802.660              | 2,802.660                   | 2,802.660                     | \$0.00                 | \$12,611.97               |
| SODDING (NEW SOD)                                  |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1030                                               | 920-10.01 | SF   | \$13.600   | 1,580.660           | 0.000                 | 1,580.660              | 1,580.660                   | 1,580.660                     | \$0.00                 | \$21,496.98               |
| CONCRETE DRIVEWAY (6" DECORATIVE/STAMPED)          |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                    |           |      |            |                     |                       |                        |                             |                               | \$52,055.70            | \$2,672,367.01            |
| Section: 2 - UTILITY CONDUIT                       |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1040                                               | 790-42.06 | LF   | \$75.000   | 280.000             | 0.000                 | 280.000                | 280.000                     | 280.000                       | \$0.00                 | \$21,000.00               |
| 4IN DIA GALVANIZED METAL PIPE                      |           |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                      | Item ID   | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|----------------------------------|-----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1050                             | 790-42.07 | LF   | \$135.000    | 118.000             | 0.000                 | 118.000                | 118.000                     | 118.000                       | \$0.00                 | \$15,930.00               |
| 6IN DIA GALVINIZED METAL PIPE    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1060                             | 790-42.10 | LF   | \$24.500     | 5,449.000           | 0.000                 | 5,449.000              | 5,449.000                   | 5,449.000                     | \$0.00                 | \$133,500.50              |
| 4IN DIA PVC PIPE                 |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1070                             | 790-42.11 | LF   | \$29.000     | 7,690.000           | 0.000                 | 7,690.000              | 7,690.000                   | 7,690.000                     | \$0.00                 | \$223,010.00              |
| 6IN DIA PVC PIPE                 |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1080                             | 790-43.52 | EA   | \$3,520.000  | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$17,600.00               |
| SECONDARY RISER W/ 4IN CONDUIT   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1090                             | 790-43.58 | EA   | \$7,150.000  | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$21,450.00               |
| 3PH PRIMARY RISER W/ 6IN CONDUIT |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1100                             | 790-50.03 | EA   | \$2,750.000  | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$13,750.00               |
| 1PH TRANSFORMER PAD              |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1110                             | 790-43.47 | EA   | \$18,525.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$18,525.00               |
| PRIMARY PULLBOX                  |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1120                             | 793-14.07 | EA   | \$21,850.000 | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$131,100.00              |
| MH PRECAST (ATT 12'X6'X7')       |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1130                             | 798-02.05 | LF   | \$15.400     | 439.000             | 0.000                 | 439.000                | 439.000                     | 439.000                       | \$0.00                 | \$6,760.60                |
| CONDUIT - PVC (2" - SCHED 40)    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1140                             | 798-02.06 | LF   | \$17.600     | 22,012.000          | 0.000                 | 22,012.000             | 22,012.000                  | 22,012.000                    | \$0.00                 | \$387,411.20              |
| CONDUIT - PVC (4" - SCHED 40)    |           |      |              |                     |                       |                        |                             |                               |                        |                           |



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| 1150                       | 798-07.03 | EA   | \$1,320.000 | 24.000              | 0.000                 | 24.000                 | 24.000                      | 24.000                        | \$0.00                 | \$31,680.00               |
| PULL BOX                   |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:            |           |      |             |                     |                       |                        |                             |                               | \$0.00                 | \$1,021,717.30            |
| Section: 3 - GAS           |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1160                       | 791-03.02 | LF   | \$141.000   | 894.000             | 0.000                 | 894.000                | 894.000                     | 894.000                       | \$0.00                 | \$126,054.00              |
| 2IN HDPE GAS MAIN          |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1170                       | 791-03.05 | LF   | \$160.000   | 2,016.000           | 0.000                 | 2,016.000              | 2,016.000                   | 2,016.000                     | \$0.00                 | \$322,560.00              |
| 6IN HDPE GAS MAIN          |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1180                       | 791-06.02 | EA   | \$4,070.000 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$8,140.00                |
| CONNECT TO 2IN EX. PE MAIN |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1190                       | 791-06.04 | EA   | \$4,180.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONNECT TO 6IN EX. PE MAIN |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1200                       | 791-07.03 | EA   | \$2,640.000 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$5,280.00                |
| 6IN PE GAS VALVE ASSEMBLY  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1210                       | 791-08.02 | EA   | \$1,705.000 | 15.000              | 0.000                 | 15.000                 | 15.000                      | 15.000                        | \$0.00                 | \$25,575.00               |
| 3/4IN SERVICE ASSEMBLY     |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1220                       | 791-08.07 | LF   | \$66.000    | 1,565.000           | 0.000                 | 1,565.000              | 1,565.000                   | 1,565.000                     | \$0.00                 | \$103,290.00              |
| 3/4IN PE SERVICE PIPE      |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1230                       | 791-09.05 | SY   | \$76.000    | 743.840             | 0.000                 | 743.840                | 743.840                     | 743.840                       | \$0.00                 | \$56,531.84               |
| RESTORE ASPHALT            |           |      |             |                     |                       |                        |                             |                               |                        |                           |

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|---------------------------------------|------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1240                                  | 791-09.06  | SY   | \$110.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RESTORE CONCRETE                      |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1250                                  | 791-09.07  | SY   | \$25.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RESTORE GRAVEL                        |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1260                                  | 791-10.01  | EA   | \$880.000   | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$880.00                  |
| RETIRE IN PLACE 3/4IN SERV CUT & PLUG |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1270                                  | 791-10.04  | EA   | \$1,600.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,600.00                |
| RETIRE IN PLACE 2IN SERV CUT & PLUG   |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1850                                  | 791-06.02a | EACH | \$3,960.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONNECT TO 2IN EX. PE MAIN            |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1860                                  | 791-03.02a | L.F. | \$137.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 2IN HDPE GAS MAIN                     |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1870                                  | 791-03.05a | L.F. | \$154.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 6IN HDPE GAS MAIN                     |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1880                                  | 791-06.04a | EACH | \$4,043.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONNECT TO 6IN EX. PE MAIN            |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1890                                  | 791-07.03a | EACH | \$2,530.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 6IN PE GAS VALVE ASSEMBLY             |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1900                                  | 791-08.02a | EACH | \$1,628.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 3/4IN SERVICE ASSEMBLY                |            |      |             |                     |                       |                        |                             |                               |                        |                           |

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|---------------------------------------|------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1910                                  | 791-08.07a | L.F. | \$64.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 3/4IN PE SERVICE PIPE                 |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1920                                  | 791-10.01a | EACH | \$853.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RETIRE IN PLACE 3/4IN SERV CUT & PLUG |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1930                                  | 791-10.04a | EACH | \$1,547.000 | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RETIRE IN PLACE 2IN SERV CUT & PLUG   |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                       |            |      |             |                     |                       |                        |                             |                               | \$0.00                 | \$649,910.84              |
| Section: 4 - WATER                    |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1280                                  | 795-01.04  | LF   | \$100.000   | 346.450             | 0.000                 | 346.450                | 346.450                     | 346.450                       | \$0.00                 | \$34,645.00               |
| 6IN DIP SLIP JOINT WATER LINE         |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1290                                  | 795-01.06  | LF   | \$100.000   | 331.500             | 0.000                 | 331.500                | 331.500                     | 331.500                       | \$0.00                 | \$33,150.00               |
| 8IN DIP SLIP JOINT WATER LINE         |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1300                                  | 795-01.10  | LF   | \$105.000   | 1,911.000           | 0.000                 | 1,911.000              | 1,911.000                   | 1,911.000                     | \$0.00                 | \$200,655.00              |
| 12IN DIP SLIP JOINT WATER LINE        |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1310                                  | 795-06.04  | EA   | \$2,625.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$2,625.00                |
| CONNECT TO 6IN WATER LINE             |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1320                                  | 795-06.05  | EA   | \$3,150.000 | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$18,900.00               |
| CONNECT TO 8IN WATER LINE             |            |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1330                                  | 795-06.07  | EA   | \$3,675.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$3,675.00                |
| CONNECT TO 12IN WATER LINE            |            |      |             |                     |                       |                        |                             |                               |                        |                           |

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|--------------------------------------|-----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1340                                 | 795-06.09 | EA   | \$5,250.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$5,250.00                |
| CONNECT TO 16IN WATER LINE           |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1350                                 | 795-06.30 | EA   | \$1,050.000  | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$5,250.00                |
| CUT/CAP EXISTING LINES (ALL SIZES)   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1360                                 | 795-07.12 | EA   | \$14,450.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$14,450.00               |
| 12IN X 6IN TAPPING SLEEVE AND VALVE  |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1370                                 | 795-07.20 | EA   | \$16,275.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$16,275.00               |
| 16IN X 12IN TAPPING SLEEVE AND VALVE |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1380                                 | 795-08.04 | EA   | \$2,260.000  | 9.000               | 0.000                 | 9.000                  | 9.000                       | 9.000                         | \$0.00                 | \$20,340.00               |
| 6IN GATE VALVE ASSEMBLY              |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1390                                 | 795-08.05 | EA   | \$2,310.000  | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$9,240.00                |
| 8IN GATE VALVE ASSEMBLY              |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1400                                 | 795-08.09 | EA   | \$3,675.000  | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$18,375.00               |
| 12IN GATE VALVE ASSEMBLY             |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1410                                 | 795-09.01 | EA   | \$2,625.000  | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$5,250.00                |
| 3/4IN WATER SERVICE METER ASSEMBLY   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1420                                 | 795-09.02 | EA   | \$2,835.000  | 20.000              | 0.000                 | 20.000                 | 20.000                      | 20.000                        | \$0.00                 | \$56,700.00               |
| 1IN WATER SERVICE METER ASSEMBLY     |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1430                                 | 795-09.04 | EA   | \$3,675.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 2IN WATER SERVICE METER ASSEMBLY     |           |      |              |                     |                       |                        |                             |                               |                        |                           |

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| 1440                     | 795-09.62 | LF   | \$26.250     | 967.000             | 0.000                 | 967.000                | 967.000                     | 967.000                       | \$0.00                 | \$25,383.75               |
| 1IN PEXA SERVICE PIPE    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1450                     | 795-09.64 | LF   | \$525.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 2IN PEXa SERVICE PIPE    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1460                     | 795-11.02 | EA   | \$3,940.000  | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$23,640.00               |
| FIRE HYDRANT ASSEMBLY    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1470                     | 795-12.01 | EA   | \$1,575.000  | 3.000               | 0.000                 | 3.000                  | 3.000                       | 3.000                         | \$0.00                 | \$4,725.00                |
| REMOVE FIRE HYDRANT      |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1480                     | 795-12.02 | LS   | \$10,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$10,500.00               |
| REMOVAL OF EXISTING LINE |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1490                     | 795-13.01 | LB   | \$8.400      | 9,845.600           | 0.000                 | 9,845.600              | 9,845.600                   | 9,845.600                     | \$0.00                 | \$82,703.04               |
| DI FITTINGS              |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1500                     | 795-14.03 | CY   | \$315.000    | 2.500               | 0.000                 | 2.500                  | 2.500                       | 2.500                         | \$0.00                 | \$787.50                  |
| CLASS C CONCRETE         |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1510                     | 795-14.08 | SY   | \$76.000     | 847.510             | 0.000                 | 847.510                | 847.510                     | 847.510                       | \$0.00                 | \$64,410.76               |
| RESTORE ASPHALT          |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1520                     | 795-14.09 | SY   | \$110.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RESTORE CONCRETE         |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:          |           |      |              |                     |                       |                        |                             |                               | \$0.00                 | \$656,930.05              |
| Section: 5 - WATER       |           |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                | Item ID   | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------|-----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1530                                       | 797-05.40 | LF   | \$55.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 8IN SWR W/CIPP LINING INCL BYPASS PUMPING  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1540                                       | 797-05.42 | LF   | \$66.000    | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 10IN SWR W/CIPP LINING INCL BYPASS PUMPING |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1550                                       | 797-05.43 | LF   | \$90.000    | 346.000             | 0.000                 | 346.000                | 346.000                     | 346.000                       | \$0.00                 | \$31,140.00               |
| 4IN SWR W/CIPP LINING INCL BYPASS PUMPING  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1560                                       | 797-05.44 | LF   | \$92.000    | 250.000             | 0.000                 | 250.000                | 250.000                     | 250.000                       | \$0.00                 | \$23,000.00               |
| 6IN SWR W/CIPP LINING INCL BYPASS PUMPING  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1570                                       | 797-05.51 | LF   | \$295.000   | 185.000             | 0.000                 | 185.000                | 185.000                     | 185.000                       | \$0.00                 | \$54,575.00               |
| 8IN PVC GRAVITY SEWER 0FT-6FT DEPTH        |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1580                                       | 797-05.52 | LF   | \$360.000   | 30.000              | 0.000                 | 30.000                 | 30.000                      | 30.000                        | \$0.00                 | \$10,800.00               |
| 8IN PVC GRAVITY SEWER 6FT-12FT DEPTH       |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1590                                       | 797-05.55 | LF   | \$305.000   | 45.000              | 0.000                 | 45.000                 | 45.000                      | 45.000                        | \$0.00                 | \$13,725.00               |
| 10IN PVC GRAVITY SEWER 0FT-6FT DEPTH       |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1600                                       | 797-05.56 | LF   | \$440.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 10IN PVC GRAVITY SEWER 6FT-12FT DEPTH      |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1610                                       | 797-07.02 | EA   | \$8,250.000 | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$41,250.00               |
| 48IN MANHOLE 4FT-6FT DEPTH                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1620                                       | 797-07.03 | EA   | \$9,240.000 | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$36,960.00               |
| 48IN MANHOLE 6FT-8FT DEPTH                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                 | Item ID   | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------|-----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1630                                        | 797-07.04 | EA   | \$9,350.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 48IN MANHOLE 8FT-10FT DEPTH                 |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1640                                        | 797-07.56 | EA   | \$10,560.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$10,560.00               |
| MANHOLE DROP CONNECTION ASSEMBLY            |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1650                                        | 797-07.60 | EA   | \$2,200.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ADJSUT EXISTING MANHOLE                     |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1660                                        | 797-07.61 | EA   | \$4,125.000  | 4.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$16,500.00               |
| ADJUST EXISTING MANHOLE (NEW CONNECTION)    |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1670                                        | 797-07.90 | LF   | \$100.000    | 361.000             | 0.000                 | 361.000                | 361.000                     | 361.000                       | \$0.00                 | \$36,100.00               |
| PIPE BURST OF EXISTING 8” SEWER to 8” PVC   |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1680                                        | 797-07.91 | LF   | \$138.000    | 1,356.000           | 0.000                 | 1,356.000              | 1,356.000                   | 1,356.000                     | \$0.00                 | \$187,128.00              |
| PIPE BURST OF EXISTING 10” SEWER to 10” PVC |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1690                                        | 797-07.92 | LF   | \$155.000    | 707.000             | 0.000                 | 707.000                | 707.000                     | 707.000                       | \$0.00                 | \$109,585.00              |
| PIPE BURST OF EXISTING 8” SEWER to 10” PVC  |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1700                                        | 797-08.04 | LF   | \$176.000    | 41.000              | 0.000                 | 41.000                 | 41.000                      | 41.000                        | \$0.00                 | \$7,216.00                |
| 4IN PVC PIPE FOR SERVICE LATERAL            |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1710                                        | 797-08.05 | LF   | \$193.000    | 41.000              | 0.000                 | 41.000                 | 41.000                      | 41.000                        | \$0.00                 | \$7,913.00                |
| 6IN PVC PIPE FOR SERVICE LATERAL            |           |      |              |                     |                       |                        |                             |                               |                        |                           |
| 1720                                        | 797-08.07 | EA   | \$1,100.000  | 9.000               | 0.000                 | 9.000                  | 9.000                       | 9.000                         | \$0.00                 | \$9,900.00                |
| 4IN CLEAN OUT ASSEMBLY                      |           |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                       | Item ID   | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------|-----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1730                              | 797-08.08 | EA   | \$1,265.000 | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$7,590.00                |
| 6IN CLEAN OUT ASSEMBLY            |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1740                              | 797-10.05 | EA   | \$5,720.000 | 11.000              | 0.000                 | 11.000                 | 11.000                      | 11.000                        | \$0.00                 | \$62,920.00               |
| CONNECT 4IN LATERAL TO SEWER LINE |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1750                              | 797-10.06 | EA   | \$5,940.000 | 5.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$29,700.00               |
| CONNECT 6IN LATERAL TO SEWER LINE |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1760                              | 797-11.01 | LF   | \$415.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 6IN POINT REPAIR                  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1770                              | 797-11.02 | LF   | \$700.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 8IN POINT REPAIR                  |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1780                              | 797-11.03 | LF   | \$910.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 10IN POINT REPAIR                 |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1790                              | 797-11.10 | VF   | \$575.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| 48IN MANHOLE REHABILITATION       |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1800                              | 797-11.39 | LF   | \$5.500     | 2,261.000           | 0.000                 | 2,261.000              | 2,261.000                   | 2,261.000                     | \$0.00                 | \$12,435.50               |
| TV INSPECTION                     |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1810                              | 797-11.40 | SY   | \$76.000    | 110.440             | 0.000                 | 110.440                | 110.440                     | 110.440                       | \$0.00                 | \$8,393.44                |
| RESTORE ASPHALT                   |           |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1820                              | 797-11.41 | SY   | \$110.000   | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RESTORE CONCRETE                  |           |      |             |                     |                       |                        |                             |                               |                        |                           |



| Line Number                   | Item ID   | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------|-----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1830                          | 797-30.80 | LF   | \$286.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| OPEN CUT 10IN PVC CASING PIPE |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| 1840                          | 797-40.01 | LF   | \$155.000  | 0.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONCRETE ENCASMENT            |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:               |           |      |            |                     |                       |                        |                             |                               | \$0.00                 | \$717,390.94              |
| Section: 6 - Description      |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:               |           |      |            |                     |                       |                        |                             |                               | \$0.00                 | \$0.00                    |
| Section: 7 - Description      |           |      |            |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:               |           |      |            |                     |                       |                        |                             |                               | \$0.00                 | \$0.00                    |
| Total Payments:               |           |      |            |                     |                       |                        |                             |                               | \$52,055.70            | \$5,718,316.14            |

Time Charges

| Time Limit                                                            | Original Deadline | Authorized Deadline | Charges This Period | Damages This Period | Days Completed To Date | Days Remaining To Date | Damages To Date |
|-----------------------------------------------------------------------|-------------------|---------------------|---------------------|---------------------|------------------------|------------------------|-----------------|
| Add 61 Contract Days                                                  | 61.0 Days         | 61.0 Days           | 0.0 Days            | \$0.00              | 61.0 Days              | 0.0 Days               | \$0.00          |
| Per Standard Specifications 108.09-1                                  | 450.0 Days        | 450.0 Days          | 0.0 Days            | \$0.00              | 450.0 Days             | 0.0 Days               | \$0.00          |
| TDOT Change Order No. 3 adds 190 Contract Days for suspended days and | 190.0             | 190.0 Days          | 0.0 Days            | \$0.00              | 190.0 Days             | 0.0 Days               | \$0.00          |
| Total Damages:                                                        |                   |                     |                     |                     |                        |                        | \$315,000.00    |

Detailed Payment:

121512.00

| Time Limit                                                                                                                                                         | Original<br>Deadline | Authorized<br>Deadline | Charges<br>This<br>Period | Damages<br>This<br>Period | Days<br>Completed<br>To Date | Days<br>Remaining<br>To Date | Damages<br>To Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|---------------------------|---------------------------|------------------------------|------------------------------|--------------------|
| construction. LD's are assessed monthly.                                                                                                                           | Days                 |                        |                           |                           |                              |                              |                    |
| This Appia Change Order is to asses the 315 Contract Days of Liquidated Damages applied (deducted) from previous progress payments at \$1,000.00 per Contract Day. | 0.0 Days             | 0.0 Days               | 0.0 Days                  | \$0.00                    | 315.0 Days                   | -315.0<br>Days               | \$315,000.00       |
| Total Damages:                                                                                                                                                     |                      |                        |                           |                           |                              |                              | \$315,000.00       |

Stockpiles

| Stockpile                                                                   | Fund<br>Package | Current<br>Advancements | Advancements<br>To Date | Current<br>Recoveries | Recoveries<br>To Date |
|-----------------------------------------------------------------------------|-----------------|-------------------------|-------------------------|-----------------------|-----------------------|
| #1 - 714-08.09<br>LIGHT STANDARDS (WASHINGTON SERIES)                       | PARTICIPATED    | \$0.00                  | \$143,883.75            | \$0.00                | \$143,883.75          |
| #2 - 730-02.09<br>SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)                 | PARTICIPATED    | \$0.00                  | \$3,631.58              | \$0.00                | \$3,631.58            |
| #3 - 730-13.01<br>VEHICLE LOOP DETECTOR (SHELF MOUNT)                       | PARTICIPATED    | \$0.00                  | \$0.00                  | \$0.00                | \$0.00                |
| #4 - 730-15.32<br>CABINET (EIGHT PHASE BASE MOUNTED)                        | PARTICIPATED    | \$0.00                  | \$10,953.60             | \$0.00                | \$10,953.60           |
| #5 - 730-16.02<br>EIGHT PHASE ACTUATED CONTROLLER                           | PARTICIPATED    | \$0.00                  | \$2,328.24              | \$0.00                | \$2,328.24            |
| #6 - 730-26.11<br>COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN | PARTICIPATED    | \$0.00                  | \$3,648.88              | \$0.00                | \$3,648.88            |
| Totals:                                                                     |                 | \$0.00                  | \$239,833.18            | \$0.00                | \$239,833.18          |

| Stockpile                               | Fund Package | Current Advancements | Advancements To Date | Current Recoveries | Recoveries To Date |
|-----------------------------------------|--------------|----------------------|----------------------|--------------------|--------------------|
| #7 - 730-23.56                          | PARTICIPATED | \$0.00               | \$11,752.68          | \$0.00             | \$11,752.68        |
| CANTILEVER SIGNAL SUPPORT (1 ARM @ 25') |              |                      |                      |                    |                    |
| #8 - 730-23.64                          | PARTICIPATED | \$0.00               | \$5,919.79           | \$0.00             | \$5,919.79         |
| CANTILEVER SIGNAL SUPPORT (1 ARM @ 30') |              |                      |                      |                    |                    |
| #9 - 730-23.30                          | PARTICIPATED | \$0.00               | \$849.97             | \$0.00             | \$849.97           |
| PEDESTAL POLE (PEDESTRIAN)              |              |                      |                      |                    |                    |
| #10 - 714-09.09                         | PARTICIPATED | \$0.00               | \$47,985.55          | \$0.00             | \$47,985.55        |
| LUMINAIRES (WASHINGTON SERIES)          |              |                      |                      |                    |                    |
| #11 - 714-12.01                         | PARTICIPATED | \$0.00               | \$8,879.14           | \$0.00             | \$8,879.14         |
| CONTROL CENTER (NO. 1)                  |              |                      |                      |                    |                    |
| Totals:                                 |              | \$0.00               | \$239,833.18         | \$0.00             | \$239,833.18       |

## Summary

|                                       |              |
|---------------------------------------|--------------|
| <b>Current Approved Work:</b>         | \$52,055.70  |
| <b>Current Stockpile Advancement:</b> | \$0.00       |
| <b>Current Stockpile Recovery:</b>    | \$0.00       |
| <b>Current Retainage:</b>             | \$0.00       |
| <b>Current Retainage Released:</b>    | \$0.00       |
| <b>Current Liquidated Damages:</b>    | \$0.00       |
| <b>Current Adjustment:</b>            | \$0.00       |
| <b>Current Payment:</b>               | \$52,055.70  |
| <b>Previous Payment:</b>              | \$105,694.65 |

|                                       |                |
|---------------------------------------|----------------|
| <b>Approved Work To Date:</b>         | \$5,718,316.14 |
| <b>Stockpile Advancement To Date:</b> | \$239,833.18   |
| <b>Stockpile Recovery To Date:</b>    | \$239,833.18   |
| <b>Retainage To Date:</b>             | \$0.00         |
| <b>Retainage Released To Date:</b>    | \$0.00         |
| <b>Liquidated Damages To Date:</b>    | \$315,000.00   |
| <b>Adjustments To Date:</b>           | -\$1,472.83    |
| <b>Payments To Date:</b>              | \$5,401,843.31 |
| <b>Previous Payments To Date:</b>     | \$5,349,787.61 |

## Funding Details

|                          |             |
|--------------------------|-------------|
| <b>NON-PARTICIPATED:</b> | \$0.00      |
| <b>PARTICIPATED:</b>     | \$52,055.70 |
| <b>Current Payment:</b>  | \$52,055.70 |

|                                  |                |
|----------------------------------|----------------|
| <b>NON-PARTICIPATED To Date:</b> | \$2,024,231.83 |
| <b>PARTICIPATED To Date:</b>     | \$3,694,084.31 |
| <b>Payments To Date:</b>         | \$5,718,316.14 |

Kevin Guenther, PE



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

**APPROVE AND AUTHORIZE THE MAYOR TO SIGN (CORRECTED) AMENDMENT NO. 2 TO THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) CONTRACT FOR IMPROVEMENTS AT AND AROUND THE INTERSECTION OF SR-6 (NASHVILLE HIGHWAY) AND SR-99 (BEAR CREEK PIKE) PIN 125912.00 - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve (Corrected) Amendment No. 2 to TDOT Agreement# 170119.

**INFORMATION:** The City of Columbia City Council approved the TDOT contract for improvements at and around the intersection of US-31/SR-6 (Nashville Highway) and US-412/SR-99 (Bear Creek Pike) on November 9, 2017. This project is located at the busiest intersection within the City of Columbia, and the plans to improve safety and congestion include geometric and signal phasing improvements along with, widening Bear Creek Pike from 2 to 3 lanes from Nashville Highway to Tom Hitch Parkway, adding right turn lanes on Bear Creek Pike and US Highway 43 Bypass, closing medians openings near the intersection and consolidating drives.

This (corrected) Amendment No. 2 to the City of Columbia's contract with TDOT will add \$4,518,228 to Nashville Hwy and Bear Creek Pike Project. The Amendment No. 2 approved in June required the shifting of funds within Phases of the Project.

The City of Columbia requested additional funding needed for right away and construction and TDOT granted that request. This project is being funded by 80% Federal and TDOT is covering the 20% match.

**ATTACHMENTS:**

(Corrected) Amendment No. 2





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-5314

**BUTCH ELEY**  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

**BILL LEE**  
GOVERNOR

June 22, 2023

The Honorable Chaz Molder  
Mayor, City of Columbia  
700 North Garden Street  
Columbia, TN 38401

Re: SR-06 (US-31, Nashville Highway) Intersection at SR-99  
City of Columbia, Maury County  
PIN: 125912.00  
Federal Project Number: STP-M-9302(19)  
State Project Number: 60LPLM-F3-034  
Agreement Number: 170119

Dear Mayor Molder:

I am attaching an amendment to the original contract to this letter. The amendment updates the Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or [Simchah.Edwards@tn.gov](mailto:Simchah.Edwards@tn.gov).

Sincerely,

Kimery Grant  
Transportation Manager 2

Attachment

**Amendment Number: 2**

**Agreement Number: 170119**

**Project Identification Number: 125912.00**

**Federal Project Number: STP-M-9302(19)**

**State Project Number: 60LPLM-F3-034**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF COLUMBIA (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"SR-06 (US-31, Nashville Highway) Intersection at SR-99"

1. The language of Agreement # 170119 dated October 17, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment
- 2.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF COLUMBIA**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**Signature:**

**Email:** chaz.molder@columbiatn.com

**Signature:**

**Email:** TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**Signature:** 

**Email:** ttisher@tflaw.com

**Signature:**

**Email:** TDOT.Legal.Attorneys@tn.gov

**Signature:**

**Email:** Daniel.Pallme@tn.gov

## EXHIBIT "A" for AMENDMENT 2

**Agreement #:** 170119

**Project Identification #:** 125912.00

**Federal Project #:** STP-M-9302(19)

**State Project #:** 60LPLM-F3-034

**Project Description:** SR-06 (US-31, Nashville Highway) Intersection at SR-99 - Improvements at and around the intersection of SR-06 (US-31, Nashville Highway) and SR-99 (US-412, Bear Creek Pike) including geometric and signal phasing improvements along with widening Bear Creek Pike from 2 to 3 lanes from Nashville Highway to Tom Hitch Parkway, adding right turn lanes on SR-99 and US Highway bypass, providing free flow right turn/acceleration lane from Nashville Highway to US-43 and possibly closing median openings near the intersection and consolidating drives.

**Change in Cost:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**Type of Work:** Intersection Improvements

| Phase        | Funding Source | Fed % | State % | Local % | Estimated Cost |
|--------------|----------------|-------|---------|---------|----------------|
| PE-NEPA      | L-STBG         | 80    | 20      | 0       | \$145,113.00   |
| PE-DESIGN    | L-STBG         | 80    | 20      | 0       | \$347,500.00   |
| RIGHT-OF-WAY | L-STBG         | 80    | 20      | 0       | \$50,000.00    |
| CONSTRUCTION | L-STBG         | 80    | 20      | 0       | \$2,401,927.00 |
| CONSTRUCTION | S-STBG         | 80    | 20      | 0       | \$3,717,233.00 |
| CEI          | L-STBG         | 80    | 20      | 0       | \$611,916.00   |
| TDOT ES      | L-STBG         | 80    | 20      | 0       | \$61,191.00    |

**Ineligible Cost:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**Legislative Authority:** STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

**TDOT Engineering Services (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

APPROVE A REIMBURSEMENT IN THE AMOUNT OF \$25,000 TO CHARLES RAINES AND JD EATHERLY FOR HONEY FARMS SUBDIVISION, PHASE 2, SECTIONS 3, 4, 5, 6 AND 7- DEVELOPMENT SERVICES DEPARTMENT.

**RECOMMENDATION:** Approve Reimbursement

**INFORMATION:** On November 11, 2020 a surety guarantee was deposited from Charles Raines and JD Eatherly to ensure the completion of roads, striping, signage, curbing, sidewalks, drainage, grading and street lighting at Honey Farms Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7. The Engineering Division has made inspections and recommends final acceptance and approval of the remaining balance of the Surety Guarantee of \$25,000 to be disbursed as follows:

\$12,500 - Charles Raines - P.O. Box 1715, Spring Hill, TN 37174

\$12,500- Estate of JD Eatherly, Sandra Cantrell, Executor - 1720 West End Ave, Suite 600, Nashville, TN 37203

**ATTACHMENTS:** Surety Guarantee



**Surety Guarantee**

DATE: 11/17/2020

EXPIRATION DATE: 11/17/2021

TO: CITY OF COLUMBIA  
700 NORTH GARDEN STREET  
COLUMBIA, TENNESSEE 38401

RE: Surety from CHARLES RAINES & J.D. EATHERLY for HONEY FARM PHASE 2, SECTIONS 3.4.5.6.&7 Subdivision, Columbia, Tennessee.

The Developer hereby issues in your favor a surety for the account of CHARLES RAINES & J.D. EATHERLY for an amount not to exceed in the aggregate U.S. Dollars \$25,000 effective 11/17/2020. The purpose of this deposited surety is to ensure the maintenance of roads, striping, signage, curbing sidewalks, drainage, grading and street lighting for HONEY FARM PHASE 2, SECTIONS 3.4.5.6.&7 Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

These funds are available if CHARLES RAINES & J.D. EATHERLY LLC fail to perform the completion of roads, striping, signage, curbing, sidewalks, drainage, grading or street lighting for HONEY FARM PHASE 2, SECTIONS 3.4.5.6.&7 Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

It is a condition of this surety that it shall be deemed automatically extended, without amendment for a one (1) year period from the expiration date shown here on, or any future expiration date unless at least (60) days prior to any expiration date the developer sends notice to the City of Columbia by Registered Mail that they elect not to renew this Letter of Credit for any such additional period.

*Charles Raines* 11.17.20.20

DEVELOPER  
Charles Raines  
Owner/ Partner

*J.D. Eatherly* 11/18/20

DEVELOPER  
JD Eatherly  
Owner/ Partner

ATTEST:

*Monica Raines* 11/17/2020

Monica Raines

ATTEST:

*Serena Wilkinson*

SERENA WILKINSON



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Jonathan Stotler, MIS Director, [jstotler@columbiatn.com](mailto:jstotler@columbiatn.com), 931-560-1550

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**AGENDA ITEM TITLE:** APPROVE PAYMENT IN THE AMOUNT OF \$57,588 TO LOCAL GOVERNMENT CORPORATION FOR ANNUAL SOFTWARE SUPPORT AND MAINTENANCE FOR DATAQUEST AND NEXTGEN SOFTWARE, AND DOCUMENT MANAGEMENT

**RECOMMENDATION:** Approve and authorize the payment of \$57,588 for annual maintenance and support.

**INFORMATION:** The City of Columbia uses DataQuest, NextGen, and Document Management software from Local Government Corporation for financial accounting and imaging systems that includes General Ledger, Business License, Accounts Payable, Property Tax, Miscellaneous Receipting and Court Docket. Users contact Local Government Corporation with questions and problems concerning this software package. MIS provides limited support for the software and all hardware support.

**CERTIFICATION:** The Chief Financial Officer certifies that \$57,588 is budgeted and unencumbered in Management Info Systems - Software Support/Maintenance.

**Local Government Corporation**714 Armstrong Lane  
Columbia, Tennessee 38401  
931-381-1155

110-13000

to FY 2024

(110-41300-254)

City of Columbia  
700 N Garden St  
Columbia, TN 38401

|            |
|------------|
| 136153     |
| 06/01/2023 |
| 07/01/2023 |
| 1          |

| City of Columbia |                                                                       | 12901 | Net 30 days | Annual      |
|------------------|-----------------------------------------------------------------------|-------|-------------|-------------|
| Description      |                                                                       |       |             |             |
| 1                | Nextgen Document Management Report Manager 07/01/2023 - 06/30/2024    |       | \$917.00    | \$917.00    |
| 2                | Nextgen-City Property Tax 07/01/2023 - 06/30/2024                     |       | \$8,515.00  | \$8,515.00  |
| 3                | Nextgen-Misc. Receipting 07/01/2023 - 06/30/2024                      |       | \$6,288.00  | \$6,288.00  |
| 4                | Z - ZGUI Runtime 07/01/2023 - 06/30/2024                              |       | \$786.00    | \$786.00    |
| 5                | Online Payments - Property Tax Standard 07/01/2023 - 06/30/2024       |       | \$1,310.00  | \$1,310.00  |
| 6                | Z - Integrated POS 07/01/2023 - 06/30/2024                            |       | \$4,454.00  | \$4,454.00  |
| 7                | Nextgen-Purchasing 07/01/2023 - 06/30/2024                            |       | \$5,371.00  | \$5,371.00  |
| 8                | Z - CD - Police Interface 07/01/2023 - 06/30/2024                     |       | \$262.00    | \$262.00    |
| 9                | Nextgen Document Management Forms Manager 07/01/2023 - 06/30/2024     |       | \$1,310.00  | \$1,310.00  |
| 10               | Nextgen Document Management 07/01/2023 - 06/30/2024                   |       | \$8,908.00  | \$8,908.00  |
| 11               | Z - Business License 07/01/2023 - 06/30/2024                          |       | \$4,585.00  | \$4,585.00  |
| 12               | Nextgen-General Ledger 07/01/2023 - 06/30/2024                        |       | \$6,681.00  | \$6,681.00  |
| 13               | Z - Court Docket 07/01/2023 - 06/30/2024                              |       | \$7,991.00  | \$7,991.00  |
|                  | Software Support Total                                                |       |             | \$57,378.00 |
| 14               | Hewlett Packard Laserjet M807n S/N CNBCL51085 07/01/2023 - 06/30/2024 |       | \$210.00    | \$210.00    |
|                  | Hardware Support Total                                                |       |             | \$210.00    |

THANK YOU FOR YOUR BUSINESS!



**Local Government Corporation**

714 Armstrong Lane  
Columbia, Tennessee 38401  
931-381-1156

|           |            |
|-----------|------------|
| INVOICE   | 136153     |
| DATE      | 06/01/2023 |
| DUPLICATE | 07/01/2023 |
| PAGE      | 2          |

|          |             |
|----------|-------------|
| SUBTOTAL | \$57,588.00 |
| TAX      | \$0.00      |
| TOTAL    | \$57,588.00 |

**Invoice Total \$57,588.00**

**Account Total \$57,588.00**

THANK YOU FOR YOUR BUSINESS!





## LOCAL GOVERNMENT CORPORATION

### MEMORANDUM

To: All LGC Customers  
From: Bruce D. Collier, President  
Date: June 1, 2023  
Subject: Annual Support Invoice for 2023-2024

Please find enclosed an invoice for your annual support services from Local Government Corporation. If you requested any changes to services based on the Trial Invoice we sent earlier, they should be reflected on the enclosed Support Invoice. Please review the invoice carefully and if you find any discrepancies, please notify our Finance Office in writing and they will send you a corrected invoice. Since this invoice represents the services, you expect us to provide, please only pay from a final, official invoice from our office. Please read the Terms and Conditions section for more information.

As always, it is our pleasure to serve you. Please be sure to check our website, and also the communications from our Marketing Department, about new products, features, and services that can be of use to you.

Thank you and God Bless.

### INVOICE TERMS AND CONDITIONS

PAYMENT OF THIS INVOICE ACKNOWLEDGES THE ACCEPTANCE AND CONSENT OF THE TERMS AND CONDITIONS SET FORTH HEREIN. Payments for the services provided in this invoice are due within sixty (60) days of the due date on this invoice. Local Government Corporation may terminate service for the Client's failure to make timely payments due pursuant to this invoice upon thirty (30) days prior written notice. Upon any expiration or termination of services, the Client shall cease any and all use of any Software. All notices required or permitted to be given to Local Government Corporation shall be sufficient if sent by certified mail, return receipt requested, to as the party to receive the notice has designated by notice to the other party.

Attention: Finance Manager  
Local Government Corporation  
714 Armstrong Lane  
Columbia, TN 38401

The services are provided "AS IS" and there are no warranties, expressed, or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Local Government Corporation's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by Local Government Corporation or any of its employees, shall exceed the charge for such service during the calendar year. LOCAL GOVERNMENT CORPORATION SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF LOCAL GOVERNMENT CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Client agrees that Local Government Corporation has no obligations to third parties, including Client's employees and any third-party agencies. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

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714 Armstrong Lane • Columbia, Tennessee 38401 / (931) 381-1155

## Local Government Corporation

### Hardware Maintenance Agreement

THIS AGREEMENT: made and entered into this 1<sup>st</sup> day of July 2023, by and between Local Government Corporation, a not-for-profit corporation duly organized and existing under the laws of the State of Tennessee, with its principal place of business located in Columbia, Tennessee, (hereinafter referred to as "LGC"), and the customer as stated in the acceptance section, a body politic and corporate existing under the laws of the State of TN.

#### TERM/CANCELLATION

(A). This agreement is effective as of the above date and it shall remain in effect for an initial term through the fiscal year ending June 30. After the initial term this agreement shall continue in effect until termination, discontinuance, or cancellation of all service pursuant to the provisions herein.

(B). Upon thirty days prior written notice, either party may terminate this agreement in its entirety or for any part thereof.

(C). LGC may elect to cancel this agreement if the Customer, upon thirty days prior written notice, has failed to make payments due hereunder.

#### PRODUCT/SERVICE

(A). LGC shall provide preventive maintenance and remedial service to keep the product in, or restore the product to, good working order. This service shall be performed during the hours of 8:00 AM to 5:00 PM five days per week, Monday through Friday, excluding holidays. LGC shall determine the frequency and duration of preventative maintenance service based on the specific needs of the item.

(B). The Customer is responsible for the proper use, care and cleaning of the product in accordance with the vendor's instructions. When the need arises for remedial service, the Customer shall notify LGC and allow LGC full and free access to the equipment.

(C). Service will include inspection, adjustment, and replacement of parts as deemed necessary by LGC. Parts, which will be either new or reconditioned to perform as new, will be furnished on an exchange basis and the exchanged part will be identical or equivalent in specification as viable to LGC. The replacement of parts, such as internal components of printers, is limited to failure of parts; but LGC shall not replace parts due to occurrence such as misuse, abuse, or mishandling of equipment.

(D). LGC shall not be obligated to provide service at any location other than the original installation site. If the Customer wishes to relocate products, it shall give timely prior notice to LGC, and relocation and resumption of service shall be subject to agreement between LGC and the Customer.

(E). Loan equipment or other means of back-up will be available to make certain critical work is not delayed.

#### CHARGES/PAYMENTS

(A). The Customer is liable for charges starting on the effective date. All initial agreement charges will be prorated to the end of the fiscal year (June 30).

(B). The base annual service charges do not include: (1) accessories and consumable supplies, (2) repair or replacement parts due to any cause external to products, neglect, improper use or misuse, damage by other attachments, fire, water, theft, vandalism, acts of God, (3)

repainting or refinishing, (4) moving equipment or installing cables, (5) any service required by unauthorized alteration of product.

(C). Annual charges are subject to change annually with thirty days prior written notice. If LGC notifies the Customer of an increase in charges and the Customer does not discontinue service in writing, service shall continue at new rate.

(D). LGC will issue invoices stating charges and the Customer shall make payment within sixty days from the date of the invoice. Any charges that remain unpaid after sixty days will result in termination of support services until the outstanding balance is paid in full.

#### LIMITATIONS OF LIABILITY

(A). It is the responsibility of the Customer to ensure that all of its files are adequately duplicated and documented. LGC will not be responsible for the Customer's failure to do so, nor for the cost of reconstructing data stored on disks, tapes, memories, etc. lost during the course of performing service.

(B). LGC is not responsible for removal of unwanted software from the customer equipment. This includes but is not limited to viruses, spyware, malware, scare ware, trojans, key loggers, and other malicious software.

(C). LGC is not responsible for failure to fulfill its obligations hereunder due to labor disputes, shortages of parts or materials, or any other causes beyond its reasonable control.

(D). LGC shall have the right to sub-contract its obligations under this agreement.

(E). This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written.

#### PRODUCT

All hardware to be covered under this agreement shall be listed on the attached form. It is the Customer's responsibility to notify LGC anytime hardware is removed from service resulting in the need to discontinue coverage. LGC will prorate the annual fee for any removed items and will issue a credit for the remainder of the fiscal year. No credit will be issued for the time period prior to LGC's notification. LGC will be responsible for maintaining accurate records of the Customer's equipment based on information provided by the Customer.

#### ACCEPTED BY:

Local Government Corporation

Signed: \_\_\_\_\_

Bruce D. Cellier, President

Date: \_\_\_\_\_

5/18/23

Agency or Office: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Jonathan Stotler, MIS Director, [jstotler@columbiatn.com](mailto:jstotler@columbiatn.com), 931-560-1550

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**AGENDA ITEM TITLE:** AWARD BID TO WAYPOINT FOR ARCTIC WOLF FIREWALL MONITORING AND SUPPORT SERVICES IN THE AMOUNT OF 55,156.65

**RECOMMENDATION:** Approve.

**INFORMATION:** The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, October 1, 2015 to October 31, 2023. The vendor of record for the contract is Dell, Inc. Waypoint is a Dell partner.

Per Quote AAAQ16834 obtained from Waypoint. The services are 24-hour monitoring of firewalls and endpoints (servers and computers) for intrusion detection, unusual activity, and providing technical support, for one year renewal.

The total award bid is \$55,156.65 to Waypoint per NCPA Contract Bid #NCPA01-96.

**CERTIFICATION:** The Chief Financial Officer certifies that \$55,157 is budgeted and unencumbered in Management Info Systems - Software Support/Maintenance



118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ16834

**Date** Jun 9, 2023

## Bill To

### City of Columbia Tennessee

Jonathan Stotler  
700 North Garden Street  
Columbia, TN 38401

**Phone** (931) 560-1500

**Email** jstotler@columbiatn.com

## Ship To

### City of Columbia Tennessee

Jonathan Stotler  
700 North Garden Street  
Columbia, TN 38401

**Phone** (931) 560-1500

**Email** jstotler@columbiatn.com

## Account Manager



Darren Orsag  
979-325-0523  
DOrsag@waypointsolutions.com

## Contract

NCPA  
01-96

## Notes:

| Line | Qty | Description                                                                                                    | Unit Price | Ext. Price  |
|------|-----|----------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1    | 377 | ARCTIC WOLF MDR USER LICS CLDS WOLF MDRU LICS 125-3000<br>Term: 08/24/2023-08/23/2024<br>AW-MDR-USER           | \$118.10   | \$44,523.70 |
| 2    | 40  | ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS<br>125-3000<br>Term: 08/24/2023-08/23/2024<br>AW-MDR-SE | \$118.10   | \$4,724.00  |
| 3    | 2   | 100SRS SENSOR HW ARCTIC WOLF CLDS 100SRS SENSOR<br>Term: 08/24/2023-08/23/2024<br>AW-MDR-1XX-S                 | \$984.15   | \$1,968.30  |
| 4    | 417 | MDR LOG RET 1YR SVCS ARCTIC SLIC WOLF MDR LOG RET 1YR<br>Term: 08/24/2023-08/23/2024<br>AW-MDR-1YR             | \$9.45     | \$3,940.65  |
| 5    | 417 | ARCTIC WOLF PLATFORM ACCESS SLIC ARCTIC WOLF PLATFORM<br>ACCESS<br>Term: 08/24/2023-08/23/2024<br>AW-PLATFORM  | \$0.00     | \$0.00      |

|                 |                    |
|-----------------|--------------------|
| <b>SubTotal</b> | \$55,156.65        |
| <b>Tax</b>      | \$0.00             |
| <b>Shipping</b> | \$0.00             |
| <b>Total</b>    | <b>\$55,156.65</b> |

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Administrative Assistant, [gadams@columbiatn.com](mailto:gadams@columbiatn.com) , 931-560-1723

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**AGENDA ITEM TITLE:** APPROVE AN AUTOMATIC RENEWAL OF AGREEMENT WITH VECTOR TARGET SOLUTIONS FOR SOFTWARE RELATED TO ONLINE TRAINING AND RECORD STORAGE – FIRE & RESCUE.

**RECOMMENDATION:** Approve.

**INFORMATION:** In July of 2020, the City Council approved a (3) three year agreement with Target Solutions Software for online training and record storage. The initial agreement automatically renews for successive (1) one year periods unless terminated.

Fire & Rescue is requesting an additional one year renewal for software support.

**CERTIFICATION:** The Chief Financial Officer certifies that \$11,147 is budgeted and unencumbered in Fire-Suppression - Software Support/Maintenance.





Quote ID  
Q-58031

Valid Until  
Monday, August 31, 2020

Contact Name  
Chris Lawrence

### TargetSolutions Learning, LLC Agreement/Schedule A

**Date:** Tuesday, July 20, 2020

#### Client Information

|                                                                   |                                                 |
|-------------------------------------------------------------------|-------------------------------------------------|
| <b>Client Name:</b> City of Columbia                              |                                                 |
| <b>Address:</b><br>1000 South Garden Street<br>Columbia, TN 38401 |                                                 |
| <b>Primary Contact Name:</b><br>Nick Brown                        | <b>Primary Contact Phone:</b><br>(931) 560-1700 |

#### Agreement Term

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| <b>Effective Date:</b><br>09/30/2020 | <b>Initial Term:</b><br>36 months |
|--------------------------------------|-----------------------------------|

#### Invoicing Contact Information (Please fill in missing information)

|                                                                                  |             |                                         |                                 |
|----------------------------------------------------------------------------------|-------------|-----------------------------------------|---------------------------------|
| <b>Billing Contact Name:</b> Nick Brown                                          |             |                                         |                                 |
| <b>Billing Address:</b><br>1000 South Garden Street<br>Columbia, Tennessee 38401 |             | <b>Billing Phone:</b><br>(931) 560-1700 |                                 |
| <b>Billing Email:</b><br>nbrown@columbiatn.com                                   | <b>PO#:</b> | <b>Billing Frequency:</b><br>Annual     | <b>Payment Terms:</b><br>Net 30 |

#### Fees

| Product                                     | Description                                                                                                                                                                                  | Qty | Price    | Sub Total  |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|
| TargetSolutions Premier Membership Platform | Online training management platform for public entities and professionals                                                                                                                    | 93  | \$89.00  | \$8,277.00 |
| Fire and EMS Online Course Catalogs         | TargetSolutions Fire courses are based on the NFPA codes and standards, including NFPA 1001, NFPA 1021 and the NFPA 1500 Series. Courses also cover wildland fire and response to terrorism. | 1   | \$0.00   | \$0.00     |
| TargetSolutions Premier Membership Platform | Admin/support staff                                                                                                                                                                          | 1   | \$49.00  | \$49.00    |
| Maintenance Fee                             | Annual maintenance of the TargetSolutions Training platform.                                                                                                                                 | 1   | \$395.00 | \$395.00   |

**Grand Total:** **\$8,721.00**

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.



## Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

### **1. Services.** TSL shall provide the following services:

- 1.1. **Access and Use.** TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. **Availability.** TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. **Help Desk.** TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.
- 1.4. **Upgrades and Updates.** TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

### **2. Client's Obligations.**

- 2.1. **Compliance.** Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. **Identify Users.** Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.
- 2.3. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.
- 2.4. **Additional Service Specific Client Obligations.** The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":
  - (a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.
  - (b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

### **3. Fees and Payments.**

- 3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.
- 3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

### **4. Intellectual Property Rights.**

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

## **5. Term and Notice.**

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## **6. Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

## **7. Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

### **7.2. Indemnification.**

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

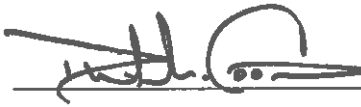
7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

By: 

Printed Name: Phil Coons

Title: Vice President, Sales

Date: 8/27/20

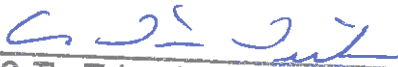
City of Columbia  
1000 South Garden Street  
Columbia, TN 38401

By:    
Printed Name: Charles (Chaz) M. Molder

Title: Mayor

Date: August 18, 2020

Approved as to Legal Form.

By:   
C. Tim Tisher, City Attorney

## Sole Source Justification

*Training Management | Operations and Asset Management | Workforce Management*

This document serves as a sole source justification for TargetSolutions' online training management system, operations and asset management system (TargetSolutions Check It™), and workforce management system (TargetSolutions Scheduling™), which are all developed and provided solely by TargetSolutions.

### Service Description

TargetSolutions' industry-leading online training, operations and workforce management system is a comprehensive suite of proprietary web-based solutions for Fire and EMS departments and is the industry's only all-in-one operational hub for the management of training, assets and employee scheduling. The unique, one-of-a-kind software features exclusive fire department software tools, including best-in-class training courses and recordkeeping applications.

Here are TargetSolutions' online training management system's key differentiators that make it stand apart in the industry:

- TargetSolutions features the industry's leading learning management system for scheduling, delivering and tracking online training courses
- TargetSolutions offers more than 500 hours of training for fire departments, including more than 250 hours of accredited EMS continuing education courses
- TargetSolutions is organizationally accredited through CAPCE, the Commission on Accreditation for Pre-Hospital Continuing Education
- In addition to EMS continuing education, TargetSolutions features NFPA 1001, NFPA 1021, NFPA 1410, NFPA 1500, as well as Occupational Safety and Health Administration (OSHA), and much more in its training catalog
- The TargetSolutions platform features unique applications for managing fire department training, recordkeeping, and compliance tasks, including:
  - Activities Builder
  - Credentials Manager
  - ISO Training Tracker
  - Community Resources
  - File Center
  - Test Builder
  - Generate Reports
  - Events Manager
- The TargetSolutions platform can be extended to TargetSolutions Check It™ operations and asset management system for conducting inspections of equipment, apparatus and inventory

TargetSolutions Check It™ is a comprehensive solution for streamlining routine inspections and maintenance for vehicles, equipment, controlled substances, medical supplies, and other logged inventory.



Accessible via the mobile application or any web-enabled device, TargetSolutions Check It™ makes it simple to perform and track inspections, ensure assets are functioning correctly, and identify needs for repair or maintenance. TargetSolutions Check It™ is the only operations and asset management system fully integrated with the TargetSolutions online training management system.

Whether conducting an apparatus check, counting inventory of controlled substances, or inspecting equipment, TargetSolutions Check It™ enables agencies to track and report it all.

**Here are the key differentiators of TargetSolutions Check It™ that make it stand apart in the industry:**

- Integrated mobile application and web-based platform accessible 24/7 to complete inspections anytime, anywhere.
  - Exclusive module for cradle-to-grave tracking of controlled substances
  - Ability to securely track expiration dates of all types of controlled substances and other resources assigned to a specific vehicle, person, or storage facility.
  - Built-in verification features, such as eSignatures, employee pin numbers, and facial recognition technology, to ensure accountability.
  - Push notifications, email alerts, and custom check-step comments to communicate the completion of an inspection, create check-step comments, or notify supervisors of issues.
  - Ability to open service tickets for an apparatus or piece of equipment in need of repair and track its status, costs, and other information with intuitive workflows.
  - Produce comprehensive reports with visually-driven data to view check history, performance, and other measurable steps.
- 
- TargetSolutions Check It™ features the exclusive Controlled Substances module for cradle-to-grave tracking of narcotics
  - TargetSolutions' CrewSense workforce management system provides employee resourcing and human capital management software
  - TargetSolutions' enterprise solution enables agencies to collaborate in a shared location while still managing their own TargetSolutions platform sites

TargetSolutions Scheduling™ powered by CrewSense is a total workforce management solution built for the complex organizational tasks of mission-critical industries.

With TargetSolutions, you can simplify employee scheduling, callbacks, and overtime hiring with intelligent rules to ensure each shift is adequately staffed with qualified personnel.



Automation tools streamline time-off requests and shift swapping to eliminate conflicts and grievances, determine tiebreakers, place employees in multiple rotating lists, and more.

**Here are the key differentiators of TargetSolutions Scheduling™ that make it stand apart in the industry:**

- A snapshot overview of shift schedules, minimum staffing levels, and employees' qualification in a dynamic workforce management dashboard.
- Cloud-hosted, reliable data that is available 24/7 and accessible via the mobile application or any web-based device.
- Interactive roster map with a live view of employee locations, traffic patterns, and 'hot spot' areas.
- Automatization tools to streamline overtime hiring, callbacks, and vacation requests with custom qualifiers to reduce human error or bias.
- Shift trade dashboard for employees to self-manage shifts trades (based on qualifications) and hours owed/credited to coworkers.
- Customizable and exportable reports with in-depth filters to analyze employee hours, payroll, overtime, and more.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Jill Carlson, Sr. Administrative Assistant, [jcarlson@columbiatn.com](mailto:jcarlson@columbiatn.com), 931-560-1451

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA YOUTH ATHLETIC ASSOCIATION FOR THEIR 2023 FOOTBALL SEASON - WARDS 4 AND 5 – PARKS AND RECREATION DEPARTMENT.

**RECOMMENDATION:** Approve.

**INFORMATION:** The Columbia Youth Athletic Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize the Eva Gilbert Park's football and softball fields for the upcoming 2023 season.

Columbia Youth Athletic Association offers registration discounts to eligible participants based on the Maury County school system guidelines in place for free and reduced lunches.







**Parks and Recreation Department**

**NON-EXCLUSIVE  
USE AND OCCUPANCY PERMIT  
2023**

This permit is executed by and between the City of Columbia, Tennessee hereinafter called "City", and Columbia Youth Athletic Association (CYAA), whose address is 1783 Monsanto Road Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities; and

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between City and Permittee as follows:

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Eva Gilbert Park Football and Softball Field hereinafter called "Premises."

2. TERM

The term of this permit shall be a period beginning August 11, 2023 and terminating on August 10, 2024.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

3A. The CYAA will host the NFL National Youth Flag Football Program.

The NFL National Youth Flag Football Program is required to list the City of Columbia, TN as the additional Insurance Certificate Holder and meet the mandatory minimum Comprehensive General Liability Insurance amounts as indicated in section #17.

4. PUBLIC USE

The public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

- A. The Permittee shall pay City a user fee of \$200.00 per game day to help counterbalance the supply expenses associated with preparing the field.
- B. Additional fees will be charged for Homecoming or Tournament preps that may require thicker paint applications.
- C. Any additional monetary or other contributions from Permittee above the stated fees are appreciated.
- D. Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for development, maintenance and program operation on the premises.

6. BY-LAWS

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and by-laws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. MAINTENANCE

Maintenance of the Premises shall be as follows:

- A. Permittee shall, at its sole cost and expense, provide for all routine maintenance to include, but not to be limited to: litter pickup, restroom cleaning.
- B. In addition, Permittee shall provide all maintenance of improvements and structures installed by Permittee. Permittee shall keep the premises in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide all non-routine and major maintenance for all grounds and Facilities, other than improvements and structures installed by Permittee, to include but not to be limited to: the repair of water and sewer lines, roadways and parking lots, and drainage systems.
- D. City shall render the fields game ready before each game day to include: lining fields. League coaches and administrators will have access to equipment and assist if needed, to reline fields for subsequent games.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or
- B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. CONCESSIONS RIGHTS

Permittee shall have the right to operate a concession stand for sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during ball games or other City-approved League spectator events; PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

13. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

14. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

15. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

16. COMPLIANCE WITH LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

17. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

- A. \$2,000,000 Each Occurrence
- B. \$2,000,000 General Aggregate
- C. \$ 250,000 Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt. The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to re-evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

18. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason or race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

20. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its agents, employees, representatives, guests, etc., shall be in any way impaired on the permitted property because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

21. UTILITIES AND SERVICES

City shall provide all utilities and services required by Permittee at City's sole cost and expense.

22. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

23. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be held to be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be held severable and shall be valid and enforced to the fullest extent permitted by law

24. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

25. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

26. NOTICE

Any notices and notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE

Columbia Youth Athletic Association  
c/o Glen Tilghman, President  
1783 Monsanto Road  
Columbia TN 38401  
Phone: (931) 626-9113

CITY

Columbia Parks and Recreation  
c/o Mackel Reagan, Director  
821 West 9<sup>th</sup> Street  
Columbia TN 38401  
Phone: (931) 388-8119

27. SPECIAL PROVISIONS

- a. Permittee agrees to abide, preserve and enforce all established park safety rules and regulations while on premises with participants and spectators
- b. Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- c. All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- d. The City shall have the right to schedule and collect fees associated with other organizations or groups outside of Permittee using the fields.
- e. The Parks & Recreation Director or Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of Premises during the term of this Permit.
- f. Permittee shall have the right to charge a fee to organizations outside of Permittee that request use of your supplies and equipment during the permit period.
- g. Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- h. Permittee shall have the right to charge an admission fee not to exceed five dollars (\$5.00) per person. Persons entering the park for general public usage shall not be charged this admission fee.
- i. The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date this agreement.

28. TERMINATION

- A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
  - 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
  - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
  - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By \_\_\_\_\_  
Glen Tilghman, President  
Columbia Youth Athletic Association

Date \_\_\_\_\_

CITY OF COLUMBIA

By \_\_\_\_\_  
Mackel Reagan, Director  
Parks & Recreation

Date \_\_\_\_\_

By \_\_\_\_\_  
Charles (Chaz) M. Molder, Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
Thad H. Jablonski, City Recorder

Date \_\_\_\_\_

Legal Form Approved:

\_\_\_\_\_  
C. Tim Tisher  
City Attorney

Date 7/7/23

**Title VI Policy**  
**City of Columbia, Tennessee**

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## Sadler Sports: AYF Insurance Plan



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
SADLER & COMPANY, INC.  
P.O. BOX 6866  
COLUMBIA, SOUTH CAROLINA 29250-6866

CONTACT NAME: Sports Dept

PHONE (A/C, No. Ext): 803-622-7370 | FAX (A/C, No): 803-286-4017

E-MAIL ADDRESS: ayf@sadlersports.com

PRODUCER CUSTOMER ID#:

INSURED  
AMERICAN YOUTH FOOTBALL, INC. AND  
AMERICAN YOUTH CHEER AS MEMBERS OF  
Columbia Youth Athletic Association  
c/o Glen S Tilghman Sr  
1783 Monsanto Road  
Columbia, TN 38401

Application ID: 391788

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SinusPoint America Insurance Company, Inc.

38776

INSURER B: Zurich American Insurance Company

18535

INSURER C:

INSURER D:

## COVERAGES

## CERTIFICATE NUMBER

## REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                            | ADDL INSR | SUBR WVO | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____<br>GEN'L AGGREGATE LIMIT APPLIES<br>PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X         |          | PLH01GL00000090  | 12:01AM ET<br>06/30/2023 | 12:01AM ET<br>06/30/2024 | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$300,000<br>PREMISES MEDICAL PAYMENTS EXCLUDED<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS-COMP/OP AGG \$1,000,000<br>LEGAL LIAB TO PARTICIPANTS \$1,000,000 |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                           |           |          | PLH01GL00000090  | 12:01AM ET<br>06/30/2023 | 12:01AM ET<br>06/30/2024 | COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                                                                                                                                     |
| A        | <input checked="" type="checkbox"/> SEXUAL ABUSE / MOLESTATION<br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION                                                                                            |           |          | PLH01GL00000090  | 12:01AM ET<br>06/30/2023 | 12:01AM ET<br>06/30/2024 | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$2,000,000<br>EACH OCCURRENCE N/A<br>AGGREGATE N/A                                                                                                                                                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                          |           |          | N/A              |                          |                          | <input type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT<br>EXCESS MEDICAL \$100,000<br>DEATH + SPECIFIC LOSS \$10,000<br>DEDUCTIBLE \$0                                   |
| B        | <b>PARTICIPANT ACCIDENT</b>                                                                                                                                                                                                                                                                                                                                                                  |           |          | ZPX0000556385900 | 12:01AM ET<br>06/30/2023 | 12:01AM ET<br>06/30/2024 |                                                                                                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**RE: COVERED SPORTS** NOTE: The maximum number of players cannot exceed 30 players per team. Tackle Football - 7u Division (1 teams), Tackle Football - 9u Division (1 teams), Tackle Football - 12u Division (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (3 teams)  
The certificate holder(s) is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

## CERTIFICATE HOLDER

RELATIONSHIP:  
Property Owner/ Lessor

City of Columbia  
700 N. Garden St.  
Columbia, SC 38401

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (company A)

AUTHORIZED REPRESENTATIVE (company B)

Coverage is only extended to U.S. events and activities

\*\* NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 28 (2014/01)

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ENDORSEMENT NO. 0000

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE<br>(12:01 A.M. STANDARD TIME) | NAMED INSURED                       | AGENT NO. |
|-------------------------------------------------|----------------------------------------------------------|-------------------------------------|-----------|
| PLH01GL00000090                                 | 06/14/2023                                               | Columbia Youth Athletic Association |           |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy is amended to include as an additional insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

[X] Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

1. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
2. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
3. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

[X] Sponsors

[X] Co- Promoters

[X] Any individual person(s) or organization(s) listed below:

COACHES, OFFICIALS AND VOLUNTEERS  
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES  
FOR THE INSURED.

PH- GL- CW-0128 (04/22)

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Page 1 of 1

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CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donald J. Boshers; Wastewater DIRECTOR; [dboshers@columbiatn.com](mailto:dboshers@columbiatn.com); (931) 560-1011

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**AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR ENGINEERING SERVICES WITH JR WAUFORD ON THE NEW BEAR CREEK PIKE SEWAGE PUMPING STATION IN THE AMOUNT OF \$870,000**

**RECOMMENDATION:** APPROVE JR Wauford Project No. 2198

**INFORMATION:** The Bear Creek Pike sewer shed study identified the need for a new pump station to service the basin. Reasons for the new station include, new developments expected to exceed existing capacity, age of the existing station and the existing station is in an area exposed to frequent flooding. Total cost of services covered by the agreement equals to \$870,000.00. The funds for the total project are in the 2023-2024 budget previously approved by City Council.

**CERTIFICATION:** The Chief Financial Officer certifies that \$870,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.



# WAUFORD

J. R. Wauford & Company, Consulting Engineers, Inc.  
www.jrwauford.com

June 26, 2023

Mr. Donnie Boshers  
Director  
Columbia Wastewater System  
1244 Treatment Plant Road  
Columbia, Tennessee 38401

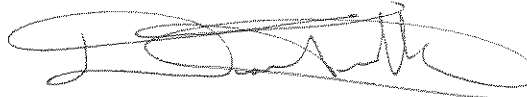
RE: Agreement for Engineering Services  
New Bear Creek Sewage Pumping Station  
Columbia, Tennessee  
Wauford Project No. 2198

Dear Mr. Boshers:

Enclosed you will find two (2) copies of the engineering agreement for the subject project. Please have the proper signatures affixed and return one copy to me. We appreciate the opportunity to work on this project and the previous work for the City of Columbia since 2003.

Yours very truly,

J. R. WAUFORD & COMPANY,  
CONSULTING ENGINEERS, INC.



Daniel G. Tribble, P.E.  
Manager of Field Services

DGT:lan

Enclosures

60 Volunteer Boulevard  
Jackson, Tennessee 38305  
(731) 668-1953  
Fax (731) 668-6809

2835 Lebanon Pike  
P.O. Box 140350 Nashville,  
Tennessee 37214  
(615) 883-3243  
Fax (615) 391-3710

908 West Broadway Avenue  
Maryville, Tennessee 37801  
(865) 984-9638  
Fax (865) 983-4327

AGREEMENT FOR ENGINEERING SERVICES  
NEW BEAR CREEK SEWAGE PUMPING STATION  
COLUMBIA, TENNESSEE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF COLUMBIA, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee corporation, hereinafter called the ENGINEER.

WHEREAS, that the OWNER owns and operates a sanitary sewer collection system serving Bear Creek Pike and its accompanying sewershed, and

WHEREAS, that the OWNER has approved proposed developments expected to discharge sewer to the Bear Creek Sewage Pumping Station, and

WHEREAS, the existing Bear Creek Sewage Pumping Station has outlived its useful life and is also located in an area subject to flooding, and

WHEREAS, the additional flows from developments are expected to exceed the existing capacity of the Bear Creek Sewage Pumping Station, and

WHEREAS, that the OWNER desires to construct a new Bear Creek Sewage Pumping Station located nearby with access during flood events and with capacity to handle future projected flows, hereinafter referred to as the Project; and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

(1) Scope of Work

The scope of work to be performed as part of this AGREEMENT consists of the preparation of Plans and Specifications for the following project:

- New Bear Creek Sewage Pumping Station that includes a cast-in-place wetwell and valve pit, three wet-pit submersible pumps, variable frequency drives, mechanically cleaned bar screen, new electrical building, new standby generator and automatic transfer switch, wetwell corrosion protection, gravity sewer and effluent force main piping, new flow meter pit, new bypass pumping connection, and a new access road from Bear Creek Pike.

(2) Services to be Performed

- (a) The ENGINEER shall attend conferences with the OWNER or other interested parties as may be reasonably necessary.
- (b) The ENGINEER shall perform the necessary design surveys, accomplish the detailed design, and prepare specifications and contract documents. If, after the OWNER approves the proposed site or design, changes are made by the OWNER, the ENGINEER shall be paid the ENGINEER's standard hourly rates as set forth in Attachment No. 1 – Standard Charges.
- (c) The ENGINEER shall consult with the OWNER during the Design, securing the OWNER'S input and approval. The ENGINEER shall present to the OWNER for comment Draft Plans and Specifications.
- (d) The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the Tennessee Department of Environment and Conservation (STATE) at no extra cost to the OWNER.
- (e) The Plans and Detailed Specifications furnished by the ENGINEER shall be approved by the OWNER and the STATE.
- (f) Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract, digital copies detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

- (g) The ENGINEER shall furnish digital copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- (h) The drawings prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish the OWNER without any additional compensation, three (3) copies of a map(s) showing the general location of construction easements and permanent easements and the land to be acquired if such are needed. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER. The ENGINEER will not furnish metes-and-bounds descriptions which meet the standards of Registered Land Surveyors for awarding the contracts for construction.

b. Assistance with Bidding and Award of the Construction Contract

The ENGINEER agrees to provide assistance during the construction contract bidding process by preparing an advertisement for bids; directly notifying qualified contractors about the Project; electronic advertisement using QuestCDN; attending the pre-bid meeting if required, attending the bid opening; reviewing and tabulating bids and making a recommendation as to award of the construction contract.

c. General Engineering During Construction

The ENGINEER agrees to provide general engineering services during construction including review of contractor's submittals for compliance with technical specifications, reviewing contractor's requests for periodic payment, preparing any necessary change orders, making reports to the OWNER based on visual observations relative to the Project's progress and quality of workmanship, and attending any necessary conferences. The ENGINEER shall have no authority or responsibility to supervise any aspect



of the construction or the construction workforce. Construction supervision shall be the sole responsibility of the Contractor.

d. Resident Project Representation During Construction

The ENGINEER agrees to furnish a Resident Project Representative (RPR) for on-the-job observation of the work of the construction contractor while onsite. The ENGINEER shall endeavor by general visual observations and by the furnishing of an RPR to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and determine whether the Plans and Specifications are adhered to, but the ENGINEER is not responsible for the Contractor's means, methods, and techniques of construction or safety procedures and does not guarantee the performance of the Contractor. The Resident Project Representative's duties are as outlined in Attachment No. 2 to this AGREEMENT.

The ENGINEER will provide the OWNER with three (3) sets of prints of record drawings. Such drawings will be based upon construction records provided by the Contractor and upon the records of the Resident Project Representative.

e. Assistance with Startup and Operation & Maintenance Manual

The ENGINEER shall provide on-site instruction in the operation of the new facilities as well as consultations for a period of one year. This service shall include up to five man-days on-site if required or requested.

The ENGINEER shall provide an Operation and Maintenance (O & M) Manual for the project which shall include a description of the various operations and maintenance manuals provided by the manufacturers of various equipment.

f. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraphs a. through e. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

- (1) Hydraulic or other studies that may be required.
- (2) Preparation of descriptions of any easements or acquisitions of any required to construct the project.
- (3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.

- (4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
- (5) Preparation of environmental assessments or environmental impact statements.
- (6) Preparation of information necessary for project financing including grant and/or loan applications.
- (7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraphs a. through e. hereinbefore.

## 2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

### a. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

For performance of the scope of services described at Paragraph 1.a. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

### b. Assistance with Bidding and Award of the Construction Contract

For performance of the scope of services described at Paragraph 1.b. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of TEN THOUSAND DOLLARS (\$10,000), payable upon bidding of the construction contract.

### c. General Engineering During Construction

For performance of the General Engineering During Construction scope of services described at Paragraph 1.c. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000), payable on a monthly pro rata basis as construction proceeds.



d. Resident Project Representation

For performance of the Resident Project Representation scope of services described at Paragraph 1.d. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000), payable on a monthly pro rata basis as construction proceeds.

e. Assistance with Startup and Operation & Maintenance Manual

For performance of the scope of services described at Paragraph 1.e. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) on a monthly pro-rata basis upon submission of invoices up to 100 percent of the total lump sum price during the first year of operation.

f. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.f. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

- a. The ENGINEER shall not and will not be considered in charge of or responsible for acts of the construction contractor(s)' methods of construction, construction progress, construction forces or equipment or safety procedures.
- b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.
- c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.
- d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.

- e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.
- f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

#### 4. OWNER'S RESPONSIBILITIES

- a. The OWNER will furnish access to all lands required.
- b. The OWNER will furnish any records required.
- c. The OWNER will furnish plans of existing facilities to the extent such plans are available.
- d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.
- e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.
- f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.

- g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.
- h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

## 5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)"; however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

## 6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

## 7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion,

breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### 8. LIMITATION OF LIABILITY

Neither the ENGINEER, ENGINEER's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the OWNER, and anyone claiming through or under client, for any claims, losses, costs, or damages in an amount in excess of the proceeds of the available professional liability insurance (see Attachment No. 3 – Certificate of Liability Insurance) coverage required by this AGREEMENT by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence.

#### 9. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT shall be:

Donnie Boshers  
 Director  
 Columbia Wastewater System  
 1244 Treatment Plant Road  
 Columbia, Tennessee 38401  
 931-560-1001 ext 3113

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT shall be:

J. Gregory Davenport, P.E.  
President  
J. R. Wauford & Company,  
Consulting Engineers, Inc.  
2835 Lebanon Pike  
Nashville, Tennessee 37214  
615-883-3243

The OWNER and the ENGINEER each bind itself, its partners, successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first written above.

ENGINEER:

OWNER:

J. R. WAUFORD & COMPANY  
CONSULTING ENGINEERS, INC.

CITY OF COLUMBIA, TENNESSEE

BY: 

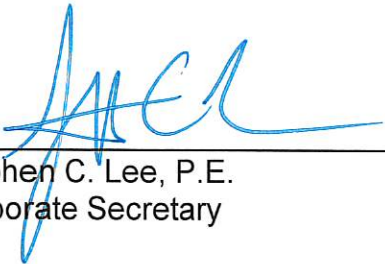
J. Gregory Davenport, P.E.  
President

BY: \_\_\_\_\_

Charles (Chaz) M. Molder  
Mayor

ATTEST:

ATTEST:

BY: 

Stephen C. Lee, P.E.  
Corporate Secretary

BY: \_\_\_\_\_

Thad H. Jablonski  
City Recorder

## LEGAL FORM APPROVED

BY: C. Tim Tisher  
C. Tim Tisher  
City Attorney

## Attachments:

- Attachment No. 1: Standard Charges
- Attachment No. 2: A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative
- Attachment No. 3: Certificate of Professional Liability Insurance



## Attachment No. 1

### STANDARD CHARGES

Effective January 1, 2023

Statements will be issued on a monthly basis in accordance with the following method:

#### Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-21. Salary cost includes any overtime pay as mandated by the Department of Labor.

**Plus** expenses properly chargeable to the work, as listed below, reimbursable at cost.

#### EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.

Attachment No. 2

A LISTING OF THE DUTIES, RESPONSIBILITIES AND  
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR) to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of material and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures, or for safety precautions or programs or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedule: Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR



when CONTRACTOR's operations affect OWNER's on-site operations.

- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Visiting Inspectors and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or has been damaged, or does not meet the requirements of any test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing or approval.
- c. Verify that tests, equipment and system startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of Work.
- c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Materials: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

12. Completion:

- a. Before ENGINEER issues a Notice of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final observation in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



Attachment No. 3  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                              |                                                   |                       |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>RSC Insurance Brokerage, Inc.<br>104 Woodmont Blvd.<br>Suite 400<br>Nashville TN 37205    | <b>CONTACT NAME:</b> Canessa Jones                |                       |
|                                                                                                              | <b>PHONE (A/C, No, Ext):</b>                      | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>J.R. Wauford & Company Consulting Engineers, Inc.<br>P.O. Box 140350<br>Nashville TN 37214 | <b>E-MAIL ADDRESS:</b> cjones@risk-strategies.com |                       |
|                                                                                                              | <b>INSURER(S) AFFORDING COVERAGE</b>              |                       |
|                                                                                                              | <b>INSURER A:</b> XL Specialty Insurance Company  |                       |
|                                                                                                              | <b>INSURER B:</b>                                 |                       |
|                                                                                                              | <b>INSURER C:</b>                                 |                       |
|                                                                                                              | <b>INSURER D:</b>                                 |                       |
| <b>INSURER E:</b>                                                                                            |                                                   |                       |
| <b>INSURER F:</b>                                                                                            |                                                   |                       |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                              |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                        |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | Professional Liability                                                                                                                                                                                                                                                                   |           |          | DPR9995688    | 07/28/2022              | 07/28/2024              | Each Claim \$3,000,000<br>Aggregate \$3,000,000                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

**CERTIFICATE HOLDER**

Evidence of insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*M B Austin*

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CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Sommar Jaynes, Purchasing Agent, [sjaynes@columbiatn.com](mailto:sjaynes@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE** APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT FOR PROJECT ADMINISTRATION RELATED TO THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$25,000

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia has received notice of award in the amount of \$630,000 under the 2022 Community Development Block Grant (CDBG) program for the Tennessee Department of Economic and Community Development (ECD) to be used for sidewalk improvements, specifically focused on improving sidewalks on East 8th Street and South High Street.

In order to proceed and avoid unnecessary delay in implementing the project, the City Council is asked to authorize the Mayor to execute the administrative services agreement with the South Central Tennessee Development District. The administrative services agreement obligates the City to an amount not to exceed \$25,000. Grant funds will be available to reimburse the City for the eligible portion of these expenses, upon execution of the grant contract.

**CERTIFICATION:** The Chief Financial Officer certifies that \$25,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.



**ADMINISTRATION SERVICES AGREEMENT  
CDBG-22-02**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of July, 2023, by and between the City of Columbia, (hereinafter referred to as the "GRANTEE") and South Central Tennessee Development District.

**WITNESS THAT:**

**WHEREAS**, the GRANTEE intends to construct certain improvements and perform other services with funds from the Community Development Block Grant Program, (hereinafter referred to as CDBG), made available through the State of Tennessee, Department of Economic and Community Development, (hereinafter referred to as TNECD). Said improvements are hereinafter referred to as the "Project" and further identified under Scope of Services;

**WHEREAS**, SCTDD represents that it is equipped, competent, and able to undertake such an assignment and carry it to successful, economical, and timely completion; and,

**WHEREAS**, the GRANTEE has likewise indicated its desire to engage SCTDD to render professional services and assistance in connection therewith,

**NOW, THEREFORE**, the GRANTEE and SCTDD, in consideration of the premises and of the mutual covenants herein set forth, do mutually agree as follows:

**1. SCOPE OF SERVICES**

THE PROJECT IS FURTHER DESCRIBED AS: sidewalk improvements to serve Columbia residents.

SCTDD shall perform all necessary administrative and management services provided under this Agreement and shall do, perform and carry out in a satisfactory and proper manner in accordance with the regulations of the funding agency or agencies, the following administrative and management assistance services:

- A. Assist the GRANTEE in establishing a filing system in accordance with state regulations.
- B. Assist GRANTEE in compliance with all labor requirements required by the grant.
- C. Assist the GRANTEE with preparation of Requests for Payment.
- D. Provide assistance to the GRANTEE in the preparation of any budget and/or program amendments.
- E. Provide assistance to GRANTEE on any written reports to TNECD during the course of the grant.

## **2. TIME OF PERFORMANCE**

The services of SCTDD for the activities specified are to commence upon execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of the specified activity and the Project Schedule.

## **3. AGREEMENTOR STATUS**

- A. SCTDD is skilled, trained, knowledgeable, and experienced in the area of grant administration and management and in the requirements of state agencies such as the Tennessee Department of Economic and Community Development.
- B. The GRANTEE as part of this Agreement will not do, require, provide, or furnish any of the following:
  - (1.) Instruction, training, supervision, oversight, control or direction in the modes, ways, methods, details, manner, or means of how SCTDD is to do the work or performs services under this Agreement. SCTDD's means of performance of this Agreement are within SCTDD's exclusive control.
  - (2.) A schedule or routine of work except final completion date on assigned work, meetings or projects.
  - (3.) Infringe or inhibit SCTDD's right and ability to employ others in assisting SCTDD in the performance of this Agreement except that SCTDD warrants to the GRANTEE that it will adhere to the provisions of the non-discrimination and non-financial interests provisions of this Agreement.
  - (4.) That SCTDD will work exclusively for the GRANTEE on this project.
  - (5.) Hold out, present, or imply that SCTDD is an agent, representative, or employee of the GRANTEE to others.

All work performed by SCTDD under this Agreement shall be considered work made for hire and shall be the property of the GRANTEE.



#### **4. COMPENSATION AND METHOD OF PAYMENT**

Compensation for assistance rendered under Scope of Services shall total

Twenty-Five Thousand Dollars (\$25,000.00)

As approved by TNECD. This sum shall not be exceeded except as may be authorized by written amendment hereto, and agreed upon by the GRANTEE, TNTNECD, and SCTDD.

The GRANTEE shall make periodic payments to SCTDD at intervals of no more than once per month, upon receipt of an invoice for services.

The GRANTEE has no liability to SCTDD for compensation other than the available funds received by GRANTEE from the Community Development Block Grant, made available through State of Tennessee, Department of Economic and Community Development, and required matching contribution.

#### **5. OWNERSHIP OF WORK PRODUCT/ASSIGNMENT OF PRODUCT RIGHTS**

- A. All work performed by SCTDD under this Agreement shall be considered work made for hire and shall be the property of the GRANTEE. All work products including text, maps, calculations, and exhibits produced by SCTDD in the performance of this Agreement shall be owned by the GRANTEE and, on completion or termination of the Agreement, SCTDD shall deliver these materials to the GRANTEE.
- B. SCTDD hereby assigns to the GRANTEE all rights, title and interest, including but not limited to copyright rights, in all notes, data, reports, computer programs and documentation, and other materials resulting from his work under this Agreement.

#### **6. TERMS AND CONDITIONS**

##### **A. Termination of Agreement for Cause**

If, through any cause, SCTDD or GRANTEE shall fail to fulfill in timely and proper manner their obligations under this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, under this Agreement shall be turned over to the GRANTEE and become its property and SCTDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder and this shall be the sole remedy available to the GRANTEE and SCTDD.

**B. Termination for Convenience of Grantee**

The GRANTEE may terminate this Agreement at any time by giving at least ten (10) days notice in writing to SCTDD. If the Agreement is terminated by the GRANTEE as provided herein, SCTDD, will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of SCTDD, paragraph A hereof, relative to termination shall apply.

**C. Changes**

The GRANTEE may, from time to time, request changes in the scope of the services of SCTDD to be performed hereunder. Such change, including any increase or decrease in the amount of SCTDD's compensation, which are mutually agreed upon by and between the GRANTEE and SCTDD, shall be incorporated in written amendments to this Agreement.

**D. Reports and Information**

SCTDD, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

**E. Compliance with Local Laws**

SCTDD shall comply with all applicable laws, ordinances and codes of the State and local governments.

**F. Warranty of Non-Financial Interest and Non-Payment**

SCTDD warrants that no part of the funds received by SCTDD in the performance of this Agreement shall be paid directly or indirectly to an employee or official of the GRANTEE or the State of Tennessee or the federal government as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subagreementor, or consultant to SCTDD in connection with any work contemplated or performed by SCTDD relative to this Agreement.

**G. Limitation of Liability**

The GRANTEE, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no agreement provision requiring a Tennessee political entity to indemnify or hold harmless SCTDD beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly. Therefore, to the extent permitted by law, the GRANTEE agrees to indemnify and hold harmless

SCTDD, its member governments, its officers and employees from all claims, losses, or suits occurring or resulting to any person, firm, corporation or other entity which may be injured or damaged as a result of acts or omissions of the GRANTEE, its agents or agreementors in construction of the Project.

- H. SCTDD warrants that no person on the grounds of handicap, disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of SCTDD.
- I. This Agreement shall be governed by laws of State of Tennessee.
- J. This Agreement entered into in Maury County, State of Tennessee.
- K. This Agreement shall not be binding upon the parties until it is executed by the duly authorized officials of the parties.
- L. Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF COLUMBIA, TENNESSEE:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT:**

BY: \_\_\_\_\_

NAME: Jerry Mansfield

TITLE: Executive Director

APPROVED AS TO LEGAL FORM:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Sommar Jaynes, Purchasing Agent, [sjaynes@columbiatn.com](mailto:sjaynes@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE:** APPROVE THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NEEL-SCHAFER IN THE AMOUNT OF \$219,899 FOR THE CDBG SIDEWALK IMPROVEMENT DESIGN

**RECOMMENDATION:** Approve.

**INFORMATION:** The City applied for and received CDBG funding for sidewalk improvements, specifically focused on improving sidewalks on East 8th Street and S High Street. Neel-Schaffer has been selected for the survey and design of the proposed sidewalks.

**CERTIFICATION:** The Chief Financial Officer certifies that \$219,899 will be presented to be reappropriated in August in Appropriation Amendment No. 1.





July 3, 2023

Mr. Thad Jablonski  
City of Columbia  
Assistant City Manager  
700 North Garden St.  
Columbia, TN 38401

**Subject: Professional Engineering Services Agreement Proposal  
CDBG Sidewalk Improvement Design**

Dear Thad:

Neel-Schaffer (NSI) is pleased to submit this scope of work and fee proposal for the survey and design of the proposed Sidewalks on 8<sup>th</sup> St and High St. based on the improvements described in the Community Development Block Grant (CDBG). Our scope and understanding of this project is based on the Feasibility Report that NSI prepared in 2022 and the grant awarded to the City of Columbia.

Scope of Work

1) Topographic Survey

- Neel-Schaffer will collect and perform a field survey to obtain the data as needed to design the sidewalks, curb ramps, and other project elements. Staking services for Right-Of-Way acquisition and construction phase staking are excluded from the scope of work.

2) Design and Plans Development Phase

- Preliminary Design and Final Construction Plans will be prepared in accordance with the city of Columbia guidelines and specifications. The Tennessee Department of Transportation's standards, guidelines and specifications will also be used as applicable and needed to supplement the project design. The scope anticipates that all work will be accomplished within existing Right-of-Way. The development of plans will include the following sheets:
  - Title Sheet
  - General Notes and Special Notes
  - Estimated Quantities sheets
  - Typical Section and Details sheets
  - Sidewalk Layout sheets
- Plans will be submitted at the 75% & 100% stages of the design. Specifications and bid proposal book will be submitted at the 75% & 100% stage
- Development of Opinion of Probable Construction Cost
  - NSI will provide the city of Columbia with an Opinion of Probable Construction Cost at 90% and Final plans stages. Opinion of Probable Construction Costs will be based on current TDOT Average Unit Prices and input received from the Development Services

P: 615.383.8420 | F: 615.383.9984  
210 25th Avenue North, Suite 800  
Nashville, TN 37203  
[www.neel-schaffer.com](http://www.neel-schaffer.com)

department. Right of way costs and utility relocation costs are not included in this Opinion of Probable Construction Cost.

3) Construction Administration/CEI

NSI will provide the City of Columbia with CEI services that meet the requirements as required by state rules and federal regulations.

You will find the scope of services and detailed description of work to be completed during the CEI Phase in Attachment A

Printing

For the Construction Review (75%) phase, the City will be provided up to 3 sets of full size plans and 2 sets of half size plans. For the Final plans (100%) phase, the City will be provided with 5 sets of full size plans and 2 sets of half size plans and 5 sets of the Proposal Book, Bid Documents and Specifications.

In addition to the printed plans, a digital copy of the plans, specifications and proposal book will be provided in PDF format. NSI will not be responsible for circulation and management of plan distribution to prospective bidders.

Services not included in this Scope:

- Right-of-way and Construction phase survey staking
- Geotechnical services
- Structural and Retaining wall design services
- Landscaping plans
- Environmental studies
- Lighting design
- Wetland and/or Stream permitting
- SWPPP
- Public Involvement
- Right-of-way detail sheets, Preparation of legal descriptions and right-of-way exhibits
- Title search, Appraisal, negotiation, relocation assistance, and other services as needed for Right-of-Way acquisition
- Permit/Application fees
- Utility relocation/modification design

Neel-Schaffer will provide these services on an hourly, not-to-exceed fee terms basis following the classification rate schedule shown in the master services contract. The project fee estimate is attached as Exhibit A. Based on the described scope of services and the CDBG the total lump sum fee for this project is \$210,899 based upon the following breakdown:

- Surveying - \$24,899
- Design - \$96,000
- Construction Inspection - \$90,000





Additional services will be negotiated and provided only with written notice from the city of Columbia.

Please let us know if you need additional information. We very much appreciate the opportunity provide these services for the city of Columbia and look forward to working with everyone there.

Sincerely,

NEEL-SCHAFFER, INC.



Sean Mayer, P.E.

Senior Project Manager

ACCEPTED: City of Columbia, TN

DATE:

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ACCEPTED: Neel-Schaffer, Inc.

DATE:



07/03/2023

APPROVED AS TO LEGAL FORM:

  
C. TIM FISHER, CITY ATTORNEY



## **ATTACHMENT A**

### **SCOPE OF WORK**

This contract's scope of services is limited to the project areas included in the project plans. Neel-Schaffer, Inc. (NSI) will not be responsible for the construction engineering and administration of materials, installation methods or product operation in other project areas or other projects, whether it be concurrent construction or not.

NSI shall provide the following services in relation to this project:

#### **Task 1: Pre-Construction Phase:**

##### **1.1. Bidding Phase Assistance**

Review and update all bidding documents to the current standards and fiscal year (this included the proposal contract, construction advertisement, and final engineer's estimate)

Develop and distribute bidding documents to potential contractors for project advertising purposes

Provide plans and bidding documents to potential bidders and suppliers

Assist the City with potential requests for information in relation to the bridge construction

Analyze permits to ensure compliance before advertising project for construction

##### **1.2. Pre-Construction Meeting**

Hold pre-construction meeting on behalf of the City, develop and distribute meeting minutes, keep roll, and record any questions or concerns by potential bidders

##### **1.3. Project Administration**

Receive, review, and file contractor's administrative documents.

#### **Task 2: Construction Phase Services**

##### **2.1 Project Observation and Inspection**

NSI will have a Construction Engineering and Inspection (CEI) representative present at project locations daily in order to observe the progress and quality of the various aspects of contractor's work. During on-site visits, the CEI may:

Recommend to the City disapproval or rejection of Contractor's work if the CEI believes that such work is not in reasonable conformance with the plans, or not in accordance with the project specifications

With necessary cooperation and assistance from the City, document and review material certifications presented by the contractor as required by the project contract documents

Administer and lead regular project status meetings throughout the course of construction:

- Meetings will be held at a maximum frequency of a weekly basis, but at a minimum on a monthly basis
- Additional project status meetings may be held as determined but will be considered additional work

Prepare agendas and meeting minutes for the progress meetings.

Conduct acceptance testing, if necessary.

Conduct employee interviews

## 2.2 Documentation

Manage an on-going written record of project activities.

Assemble copies of daily diary entries into a document to serve as a full record account of the project at the conclusion of the project

Generate a separate field log which is kept by CEI to track project quantities and establish monthly progress payments to the contractor

Document payment requests supplied by contractor for approved items, only when required by testing or certification forms

## 2.3 Progress and Payments

Review, coordinate, and recommend approval of regular progress payments

Submit monthly progress payment requests to the City for payment

## 2.4 Certified Payroll and Labor Compliance

Review and monitor contractor payroll activities,

Notify the City of any discrepancies and help coordinate a resolution between the parties.

## 2.5 Change Orders and Extra Work

Assist and administer change orders and field directives in coordination with the City

No additions or changes in work will be authorized without prior approval from the City

## 2.6 Final Inspection and Acceptance

Assist with project wrap-up and closing by conducting an inspection and on-site meeting with the City and contractor to determine if the work is substantially complete

Generate a punch-list of final issues to be addressed as part of the final walk-thru

Deliver documentation of substantial completion to the City and contractor after work is substantially complete

Conduct final inspection to verify project completion and report the findings to the City after the contractor reports that the punch-list items are complete

## 2.8 Project Closeout

Organize final project records for retention by the City

Submit a compilation of all project records and construction documents to the City

Make an official determination if the completed work of contractor is acceptable and recommend when final payment may be made by the City

Submit close-out documents and ensure claims advertisement is compliant

Services not in this supplemental scope of services include, but are not limited to, the following:

- Design plan modifications during construction
- Costs related to permits, reviews, or public notices
- Legal review of contract documents
- Multiple bids or multiple construction contracts
- Preparation of utility relocation plans
- Construction layout or staking
- Construction Engineering Inspection Services beyond a period of nine months

## **Schedule / Authorization**

The professional services outlined will commence immediately upon finalization of the City-NSI contract documents. The overall schedule shall be dictated by the construction activity which is assumed to take no longer than nine months.

If the terms of this proposal are acceptable, please provide authorization by signing where indicated and return a copy to our office.

### **Construction Problem Resolutions**

Unanticipated conditions may include review of re-designs due to deficient concrete, developing recommendations for actions due to any failures, or review of design during construction. Limited NSI efforts are usually anticipated during typical sidewalk construction to address such concerns. However, should the effort aggregate due to dispute resolutions during construction which causes a total fee amount greater than the fee ceiling, the fee ceiling shall be raised accordingly. The City will be immediately notified of a potential occurrence and the hours anticipated to be applied.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Thad Jablonski, Finance Director, [tjablonski@columbiatn.com](mailto:tjablonski@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE:** APPROVE ANNUAL RENEWAL OF PROPERTY INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$197,344

**RECOMMENDATION:** Approve renewal of City property insurance and authorize payment to Public Entity Partners in the amount of 197,344.

**INFORMATION:** The City of Columbia obtains property insurance coverage through the Tennessee Municipal League's Public Entity Partners (PEP). The policy renewal for property (buildings and contents, computer equipment and mobile equipment) is July 1 of each year. An invoice for property insurance premium renewal has been received from PEP and is due for payment.

The annual premium was \$161,591 for FY 2023, \$152,098 for FY 2022, \$128,929 for FY 2021, and \$110,966 for FY 2020.

The invoice received for FY 2024 totals \$197,344. Property coverage renewal rates increased in 2023, which is in line with the limited number of other entities that insure municipal/county governments. The city's property additions to the policy during FY 2023 and FY 2023 exceeded deletions/reductions.

The PEP Board voted not to approve a member dividend credit (compared to \$10,001 for FY 2023) for FY 2024.

A breakdown of cost by fund is as follows:

|                 |            |
|-----------------|------------|
| General Fund    | 74,870     |
| Sanitation Fund | 4,672      |
| Wastewater Fund | 117,802    |
| Total           | \$ 197,344 |

**CERTIFICATION:** The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and Wastewater funds in the amounts of \$74,870, \$4,672 and \$117,802, respectively, for the payment of property insurance renewal premiums



(800) 624-9698

[www.PEpartners.org](http://www.PEpartners.org)

Invoice Date: 7/3/2023

Invoice Due Date: 8/17/2023

Invoice Number: 2450068-IN

COLUMBIA, CITY OF  
FINANCE DEPARTMENT  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401

Location Code: 8341

Agent Number: 2089

Account Number: 50-0102960

Policy No.: PPR-8341-24

Policy Period: 07/01/2023 to 07/01/2024

Renewal-Single Payment

Billing Period: 07/01/2023 to 07/01/2024

| Code | Description of Coverages      | Amount       |
|------|-------------------------------|--------------|
| 51C  | BUILDINGS & PERSONAL PROPERTY | \$191,654.00 |
| 52C  | EDP EQUIPMENT                 | \$1,009.00   |
| 53C  | MOBILE EQUIPMENT              | \$4,681.00   |

*Please send a copy of invoice  
with payment to:*

Total Invoice: \$197,344.00

PUBLIC ENTITY PARTNERS  
PO BOX 116553  
ATLANTA, GA 30368-6553



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Thad Jablonski, Finance Director, [tjablonski@columbiatn.com](mailto:tjablonski@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE:** APPROVE THE ANNUAL RENEWAL OF WORKERS' COMPENSATION INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$135,006

**RECOMMENDATION:** Approve renewal of workers' compensation insurance and payment of related invoice.

**INFORMATION:** The City of Columbia obtains Workers' Compensation insurance coverage through Tennessee Municipal League's Public Entity Partners (PEP), and the policy renewal is July 1 of each year. An invoice for Workers' Compensation insurance premium renewal has been received from PEP and is due for payment. A breakdown of the annual premium as compared to the previous four (4) years follows:

| <u>Fiscal Year</u> | <u>Retention Limit</u> | <u>General</u> | <u>Sanitation</u> | <u>Wastewater</u> | <u>Total Premium</u> |
|--------------------|------------------------|----------------|-------------------|-------------------|----------------------|
| 2020               | \$500,000              | \$122,732      | \$12,816          | \$12,381          | \$147,929            |
| 2021               | \$500,000              | \$90,935       | \$9,466           | \$5,931           | \$106,332            |
| 2022               | \$500,000              | \$89,455       | \$9,584           | \$6,266           | \$105,305            |
| 2023               | \$500,000              | \$79,354       | \$8,507           | \$5,999           | \$93,860             |
| 2024               | \$500,000              | \$116,221      | \$10,645          | \$8,140           | \$135,006            |

Rates increased from the prior year due to increased claims across the PEP pool, which is responsible for the increased premium amount. No member dividend credit was issued for FY 2024.

PEP administers payment of claims, which is coordinated with the City's HR Department.

The City Council is requested to approve the renewal of City workers' compensation insurance and to authorize payment to PEP in the amount of \$135,006.

**CERTIFICATION:** The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and Wastewater funds to pay workers' compensation insurance premiums in the amounts of \$116,221, \$10,645 and \$8,140, respectively.





(800) 624-9698

[www.PEpartners.org](http://www.PEpartners.org)

Invoice Date: 7/3/2023

Invoice Due Date: 8/17/2023

Invoice Number: 2410070-IN

COLUMBIA, CITY OF  
FINANCE DEPARTMENT  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401

Location Code: 8341

Agent Number: 2089

Account Number: 10-0102960

Policy No.: PWC-0384-24

Policy Period: 07/01/2023 to 07/01/2024

Renewal-Single Payment

Billing Period: 07/01/2023 to 07/01/2024

| Code | Description of Coverages | Amount       |
|------|--------------------------|--------------|
| 13C  | WORKERS' COMPENSATION    | \$135,006.00 |

*Please send a copy of invoice  
with payment to:*

Total Invoice: \$135,006.00

PUBLIC ENTITY PARTNERS  
PO BOX 116553  
ATLANTA, GA 30368-6553



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Sommar Jaynes, Purchasing Agent, [sjaynes@columbiatn.com](mailto:sjaynes@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES WITH THE SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT IN THE AMOUNT OF \$65,000 FOR PROJECT ADMINISTRATION RELATED TO THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION WATER INFRASTRUCTURE INVESTMENT PROGRAM

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia has received notice of award in the amount of \$4,819,505.99 under the State of Tennessee Department of Environment and Conservation (TDEC) Water Infrastructure Investment Program. The program is funded using American Rescue Funds (ARP). The City proposes to use funds to reimburse the Columbia Wastewater (Sewer) System for sewer system rehabilitation and construction of the Bear Creek Pump Station.

In order to proceed and avoid unnecessary delay in implementing the project, the City Council is asked to authorize the Mayor to execute the grant administration services agreement with South Central Tennessee Development District. The administration services agreement obligates the City to an amount not to exceed \$65,000. Grant funds will be available to reimburse the City for the eligible portion of these expenses, upon execution of the grant contract.

**CERTIFICATION:** The Chief Financial Officer certifies that \$65,000 will be presented to be reappropriated in August in Appropriation Amendment No. 1.



CITY OF COLUMBIA  
TDEC ARP Non-Competitive SWIG Project  
Agreement for Grant Administration Services

THIS AGREEMENT, entered into as of \_\_\_\_\_(DATE) by and between the City of Columbia (hereinafter called the "City") and the South Central Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connected with the WW-COStr-1 & WW-COStr-2 (hereinafter called "Projects"), being financed with State Water Infrastructure-American Rescue Funds Non-Competitive (ARP) grant from the Tennessee Department of Environment and Conservation (TDEC).

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and the proper manner the following services:
  - a. Provide administrative assistance to the City through staff that is trained and/or approved by the TDEC;
  - b. Set up administrative record keeping files for the City;
  - c. Manage compliance with environmental requirements;
  - d. Assist in removing any contract conditions and securing release of funds;
  - e. Assist in any necessary documentation of beneficiaries;
  - f. Assist in establishing procedure for financial management of contract funds;
  - g. Prepare and submit any necessary budget amendments;
  - h. Assist in meeting the Equal Opportunity requirements, construction wage and employment requirements;
  - i. Monitoring of records for completeness;
  - j. Assistance as necessary in complying with the acquisition process under the Uniform Relocation Assistance Act;
  - k. Preparation, coordination and/or submission of all necessary reports, forms and documents;
  - l. Any and all other technical assistance required and required by the City in the completion of their ARP TECD Grant in a timely and proper manner.
  - m. Use the TDEC grant management system to prepare the City's grant application in accordance with TDEC's grant manual, grant application and any other guidance provided by TDEC;
  - n. Ensuring that all State ARP funds are used for water, wastewater and stormwater infrastructure projects are used in compliance with the United State Treasury's Final Rule;

- o. Assisting the City in complying with the federal reporting requirements found in 2 C.F.R. Part 200 and the Compliance and Reporting Guidance issued by the United States Treasury for State and Local Fiscal Recovery funds under American Rescue Plan Act (ARPA); and
    - p. Providing all other needed grant administration services.
- 3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement;
- 4. The City agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement:
  - a. Direct chargeable salaries and fringe benefits.
  - b. Travel costs including lodging and subsistence.
  - c. Communication costs related to administration of the project.
  - d. Other direct costs.
- 5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development Association and Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
- 6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by ARP TDEC, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
- 7. It is expressly understood and agreed to that in no event with the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$65,000.00** for grant administrative costs which are grant eligible expenses included in the project budget. The Contractor's rate is \$50.00 per hour.
- 8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
- 9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national

origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
12. The City shall designate an authorized person to serve as the primary point of contact to the Contractor. In return, the Contractor will assign an project administrator as the City's single point of contact. All communications about the grant administration service shall be directed to this point of contact who shall direct Contractor to others as appropriate.
13. The City shall furnished the Contractor all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the grant administration services outlined in this Agreement. No charge will be made to the Contractor for such information , and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Agreement.
14. No amendment, modification, ore renewal of this Agreement shall be effective, unless set for in a written amendment singed by both parties.
15. The Contractor shall comply with all applicable federal, sate and local laws, rules and regulations in preforming this Agreement.
16. Attachments to the contract:
  - a. "Iran Divestment Act Certification" dated\_\_\_\_\_.
  - b. "Debarment Certification" dated\_\_\_\_\_.
  - c. "Non-Boycott of Israel Certification dated:\_\_\_\_\_.

d. "Certification by Proposed Prime or Subcontractor Regarding Equal Opportunity Employment Opportunity" dated\_\_\_\_\_.

The Contractor has signed the attachments to the contract and understand the signed Certifications.

AGREED TO, and executed by the duly authorized officials of each party, to be effective as of the date first written above.

City of Columbia

By: \_\_\_\_\_ Witness: \_\_\_\_\_  
Charles M. Molder, Mayor

South Central Tennessee Development District

By: \_\_\_\_\_ Witness: \_\_\_\_\_  
Jerry Mansfield, Executive Director

Dates of the Contract

Beginning: \_\_\_\_\_

Ending: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY



**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

|                                               |  |
|-----------------------------------------------|--|
| <b>SUBJECT CONTRACT NUMBER(S):</b>            |  |
| <b>CONTRACTOR LEGAL ENTITY NAME:</b>          |  |
| <b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b> |  |

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

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**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**





**STATE OF TENNESSEE**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☐ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☐ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☐ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☐ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

|                                               |                                     |
|-----------------------------------------------|-------------------------------------|
|                                               |                                     |
| <b>Signature of Authorized Representative</b> | <b>Date</b>                         |
|                                               |                                     |
| <b>Printed Name</b>                           | <b>Phone Number / Email Address</b> |

☐ I am unable to certify to the above statements. Explanation is attached.



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

|                                               |                                     |
|-----------------------------------------------|-------------------------------------|
|                                               |                                     |
| <b>Signature of Authorized Representative</b> | <b>Date</b>                         |
|                                               |                                     |
| <b>Printed Name</b>                           | <b>Phone Number / Email Address</b> |

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_  
**Name of Prime Contractor**

\_\_\_\_\_  
**Project Number**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), 30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

\_\_\_\_\_  
**CONTRACTOR'S CERTIFICATION**

**Contractor's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ☐ No ☐
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes ☐ No ☐

If yes, state what reports were filed and with what agency.  
\_\_\_\_\_

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ☐ No ☐
4. If answer to Item 3 is NO, please explain in detail on reverse side of this certification.

\_\_\_\_\_  
Certification - The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law-U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
**Name and title of signer (Please type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Administrative Assistant, [gadams@columbiatn.com](mailto:gadams@columbiatn.com) , 931-560-1723

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**AGENDA ITEM TITLE:** APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH SABRE INDUSTRIES IN THE AMOUNT OF \$4,837 FOR THE CONSTRUCTION OF ONE 195 FOOT RADIO TOWER

**RECOMMENDATION:** Approve.

**INFORMATION:** The City Council approved the bid award to Sabre Industries on April 13, 2023 in the amount of \$188,398.00 for one 195 foot radio tower.

The purpose of this change order is to increase the value of the contract \$4,837 due to a required inspection from Sabre Industries engineer for an additional confirmation of soil integrity to support the tower.

**CERTIFICATION:** The Chief Financial Officer certifies that \$4,837 will be presented to be reappropriated in August in Appropriation Amendment No. 1.





**\*Change Order\***

City of Columbia  
Accounts Payable  
700 North Garden Street  
  
Columbia, TN 38401

Sabre Industries Towers and Poles  
7101 Southbridge Dr  
PO Box 658  
Sioux City, IA 51111  
**Contract Admin: Jeffrey G DeGroot**  
Phone #: 7128983473  
Email: jgdegroot@sabreindustries.com

**SO#: 524330 / PO #: BO BO-1416**

**Terms:** Net 30 Days

**Site/Tower:** City of Columbia, TN  
Construction - Other

| Item Description                                                                                                                                                                 | Change Order | Unit Price        | Order Qty. | Ext. Cost         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|------------|-------------------|
| <b>COA-Foundation</b><br>Change order A-Foundation soil conditions questioned by inspector and required verification and downtime. \$4,837 - Ronda Rosenbaum 7/7/2023 9:05:33 AM | <b>A</b>     | <b>\$4,837.00</b> | <b>1</b>   | <b>\$4,837.00</b> |

**Change Order Total: \$4,837.00**

Please Sign, date, and return via email with Purchase Order (if applicable). No work will begin until receipt of signed Change Order and Purchase Order is received. Unless otherwise noted, Sales Tax is not included in Price.

This Change Order is based on the terms and conditions proposed above including the standard terms and conditions previously supplied and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications Corp.

\_\_\_\_\_  
(Sabre Signature and Date)

\_\_\_\_\_  
(Customer Signature and Date)

\_\_\_\_\_  
(Customer PO #)

APPROVED AS TO LEGAL FORM:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

**RESOLUTION NO. 23-44 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARM SUBDIVISION, PHASE 2, SECTIONS 3, 4, 5, 6 AND 7, FOR OWNERSHIP AND MAINTENANCE**

**RECOMMENDATION:** Approve Resolution No. 23-44.

**INFORMATION:** This resolution refers to acceptance of streets and drainage improvements in Honey Farm Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.





**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE  
IMPROVEMENTS IN THE HONEY FARM SUBDIVISION, PHASE 2,  
SECTIONS 3, 4, 5, 6 AND 7, FOR OWNERSHIP AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Honey Farm Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Honey Farm Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7, meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in the Honey Farm Subdivision, Phase 2, Sections 3, 4, 5, 6 and 7.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 13<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER - CITY ATTORNEY

# FINAL PLAT

## HONEY FARM PHASE II, SECTION III

PARCEL NUMBER: TAX MAP 051, PCL 58.01  
DEED BOOK: R1917, PAGE 546

PARCEL ADDRESS: NASHVILLE HWY  
COLUMBIA, TENNESSEE 38401

EXISTING ZONING: MU-PUD

BUILDING SETBACKS: FRONT - 15', SIDE - 5',  
REAR - 20'

ACREAGE OF PARCEL: ±4.07 ACRE (177,500 SQFT) TOTAL  
±0.78 ACRE (33,765 SQFT) IN RIGHT  
OF WAY DEDICATION

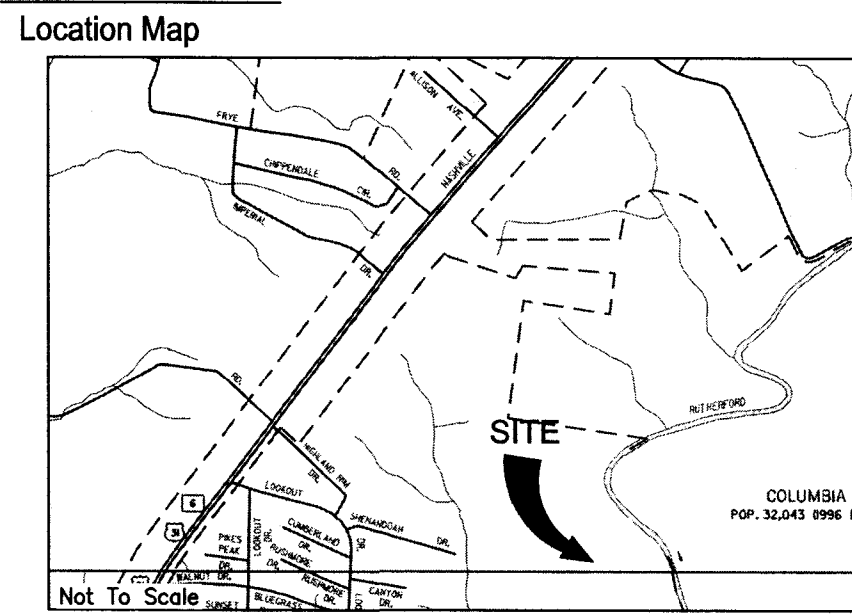
PROPERTY OWNER: CHARLES RAINES & J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

DENSITY: 4.91 LOTS/ACRE

PURPOSE NOTE:  
The purpose of this final plat is to create 20 single family lots.

STORMWATER MANAGEMENT AGREEMENT:  
RECORDED: 02/06/2017  
DEED BOOK: R2415 PAGE: 1427-1433

- Surveyor's Notes
- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
  - The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
  - Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
  - Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
  - The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
  - The area of the parcels as shown hereon is 4.07 Acres.
  - This property currently identified as Tax Map No. 051 Parcel No. 058.01, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
  - Plot reference: n/a
  - Deed reference: Book R1917 Page 546
  - Bearings based on: Tennessee State Plane, Fipzone 4100.
  - This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
  - This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
  - This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
  - The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
  - The certification is not an expressed or implied warranty or guarantee.
  - This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0150E, dated April 16, 2007, and shown hereon graphically.
  - All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
  - All property corners are 1/2" rebar with cap reading "WES 1987" unless otherwise noted.



### CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R1917, Page 546, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: 1/24/18  
Charles Raines  
Date: 1/24/18  
J.D. Eatherly

Title (if acting for partnership or corporation)

### CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES

I hereby certify that the streets, drainage, and utilities designated in Honey Farm have been installed in accordance with City Specifications, or a performance bond in the amount of \$ 55,000.00 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date: 1/24/18  
City Engineer  
Columbia, Tennessee

### CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Date: 1/23/18  
Maury County E-911  
Columbia, Tennessee

### CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other has been filed to guarantee said installation.

Date: 1/24/18  
Director of Wastewater Department  
Columbia, Tennessee

### CERTIFICATE OF APPROVAL OF WATER SYSTEM

I, (we) hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Honey Farm Phase II, Section III has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 1/23/2018  
Name, Title and Agency or Authorized Approving Agent

### CERTIFICATE OF COMPLIANCE

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Date: 1/24/18  
City Engineer  
Columbia, Tennessee

### CERTIFICATE OF APPROVAL FOR RECORDING

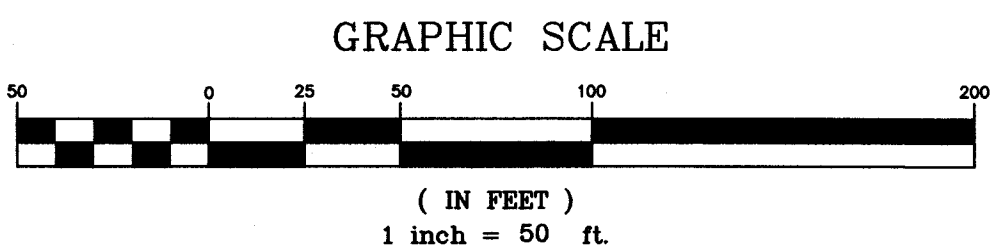
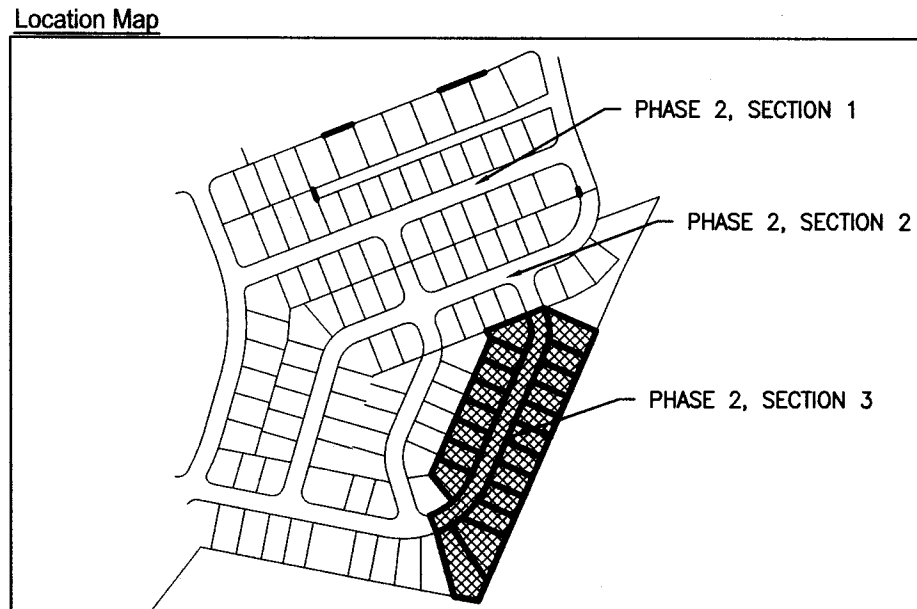
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register:

Date: 1/25/18  
Secretary, Planning Commission

### SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Date: 1/22/18  
Allen B. O'Leary  
TN RLS #1987  
Number



| LOT | SO. FT. | ACRES |
|-----|---------|-------|
| 271 | 6,915   | 0.16  |
| 272 | 6,000   | 0.14  |
| 273 | 6,000   | 0.14  |
| 274 | 6,000   | 0.14  |
| 275 | 6,000   | 0.14  |
| 276 | 6,000   | 0.14  |
| 277 | 6,007   | 0.14  |
| 278 | 7,179   | 0.16  |
| 279 | 9,446   | 0.22  |
| 280 | 6,330   | 0.15  |
| 281 | 6,300   | 0.14  |
| 282 | 6,300   | 0.14  |
| 283 | 6,300   | 0.14  |
| 284 | 6,300   | 0.14  |
| 285 | 6,300   | 0.14  |
| 286 | 6,300   | 0.14  |
| 287 | 6,300   | 0.14  |
| 288 | 6,300   | 0.14  |
| 289 | 6,300   | 0.14  |
| 290 | 6,391   | 0.15  |
| 291 | 7,158   | 0.16  |
| 292 | 11,848  | 0.27  |
| 293 | 11,670  | 0.24  |

| CURVE | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C1    | 73.62'     | 130.00' | 32°25'54"   | N 05°19'18" E | 72.64'       |
| C2    | 28.82'     | 130.00' | 11°42'11"   | N 17°15'13" E | 128.70'      |
| C3    | 51.86'     | 250.00' | 11°50'15"   | S 29°31'29" W | 51.56'       |
| C4    | 63.68'     | 250.00' | 14°35'41"   | N 42°44'29" E | 63.51'       |
| C5    | 36.92'     | 250.00' | 6°27'42"    | N 54°18'11" E | 36.89'       |
| C6    | 43.50'     | 250.00' | 9°58'06"    | S 63°29'05" W | 43.44'       |
| C7    | 4.13'      | 30.00'  | 7°53'48"    | N 71°15'30" E | 4.13'        |
| C8    | 69.45'     | 204.28' | 18°28'42"   | S 57°21'36" W | 68.11'       |
| C9    | 83.09'     | 200.00' | 23°48'17"   | S 35°30'28" W | 82.50'       |
| C10   | 63.04'     | 80.00'  | 45°09'05"   | S 01°01'48" W | 61.42'       |

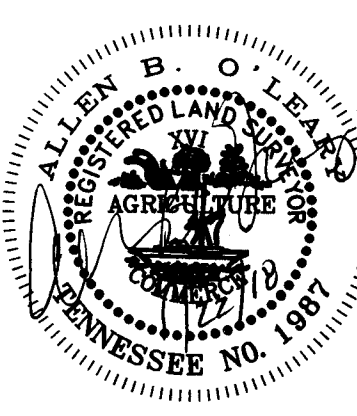
- Legend
- Iron Rod Found
  - Stake Found
  - Iron Pipe Found
  - Concrete Monument Existing
  - PK Nail Found
  - PK Nail Set
  - R.R.S. Railroad Spike Found
  - R.R.S. Railroad Spike Set
  - Bench Mark
  - Stake Found
  - Fire Hydrant
  - Water Meter
  - Water Valve
  - Water Reducer
  - Clean Out
  - Sanitary Sewer Manhole
  - Storm Sewer Manhole
  - Catch Basin
  - Curb Inlet
  - Storm Pipe
  - Electric Manhole
  - Gas Meter
  - Gas Valve
  - Light Pole
  - Handicap Parking
  - Water Spigot
  - Evergreen Tree
  - Deciduous Tree
  - Bush
  - Sign
  - Flag Pole
  - Guy Wire
  - Mailbox
  - Parking Block
  - Satellite Dish
  - Handicap Parking
  - Water Spigot
  - Bollard
  - Adjoining Property Line
  - Subject Property Line
  - Easement Line
  - Building Setback Line
  - Centerline
  - Edge of Pavement
  - Edge of Gravel
  - Fence Line
  - Landscape
  - Woods / Tree Line
  - Edge of Water
  - Ditch / Creek Centerline
  - Minor Contour Line
  - Index Contour Line
  - Gas Line
  - Sanitary Sewer Line
  - Water Line
  - Storm Sewer Line
  - Overhead Utility Line
  - Overhead Cable Line
  - ONE - Overhead Electric Line
  - ONE - Overhead Telephone Line
  - UG - Underground Utility Line
  - UG - Underground Cable Line
  - UG - Underground Electric Line
  - UG - Underground Telephone Line
  - FM - Forced Main Line

01/25/2018 - 01:47 PM  
18001216  
1 PGS-AL-PLAT  
JANE BATCH: 198338  
PLAT BOOK: P21  
PAGE: 337

REC FEE 15.00  
DP FEE 2.00  
TOTAL 17.00

STATE OF TENNESSEE, MAURY COUNTY  
JOHN FLEMING  
REGISTER OF DEEDS

Register of Deed Recording Stamp



WES E NGINEERS & S URVEYORS  
CIVIL ENGINEERS & LAND SURVEYORS  
2486 NASHVILLE HIGHWAY  
COLUMBIA, TN 38407  
PHONE: (631) 388-2329  
www.wesengineers.com

ENGINEERS & SURVEYORS

Client  
CHARLES RAINES &  
J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

DATE  
11-29-17

REVISIONS  
DRAWING COMMENTS  
DATE  
11-29-17

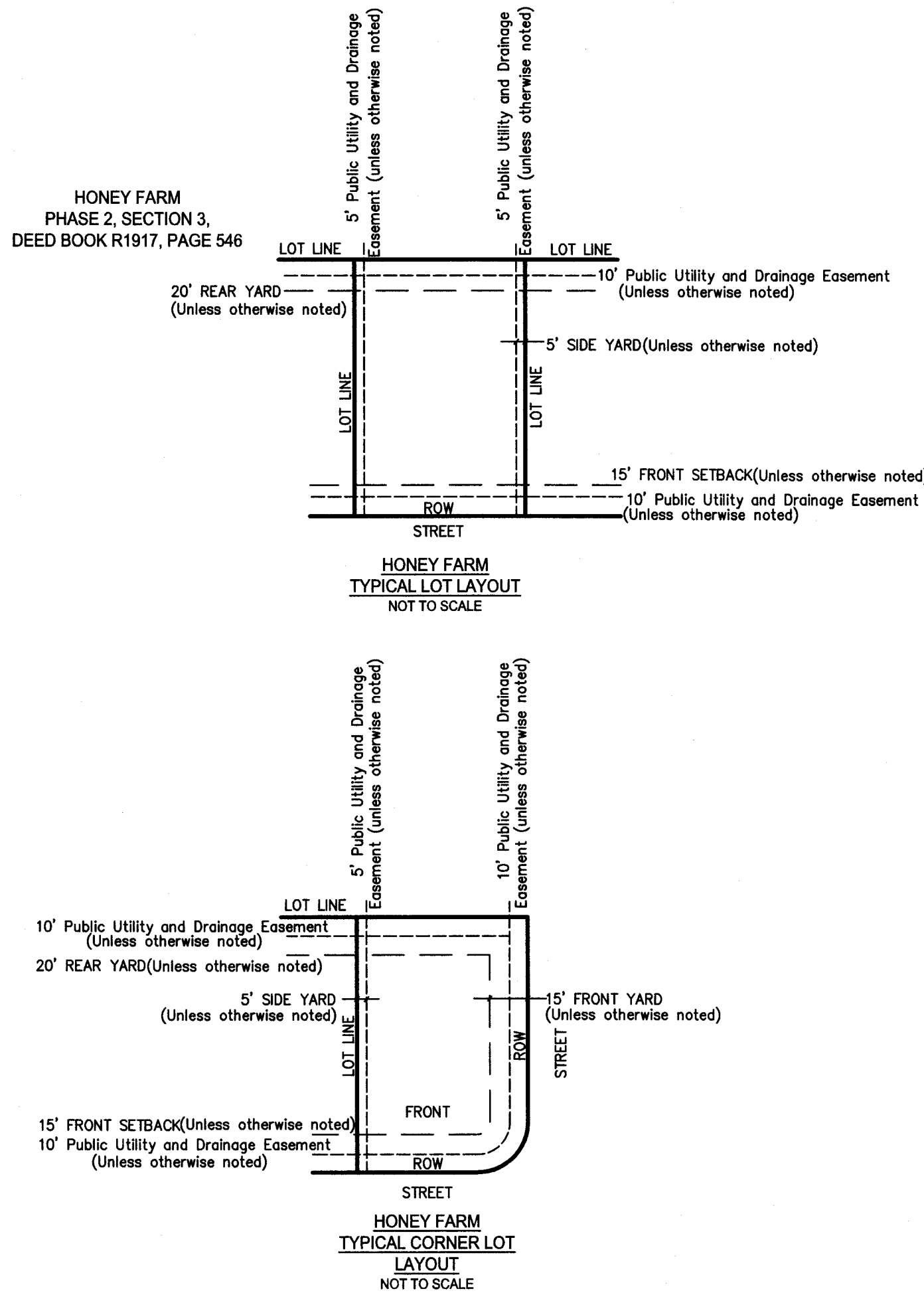
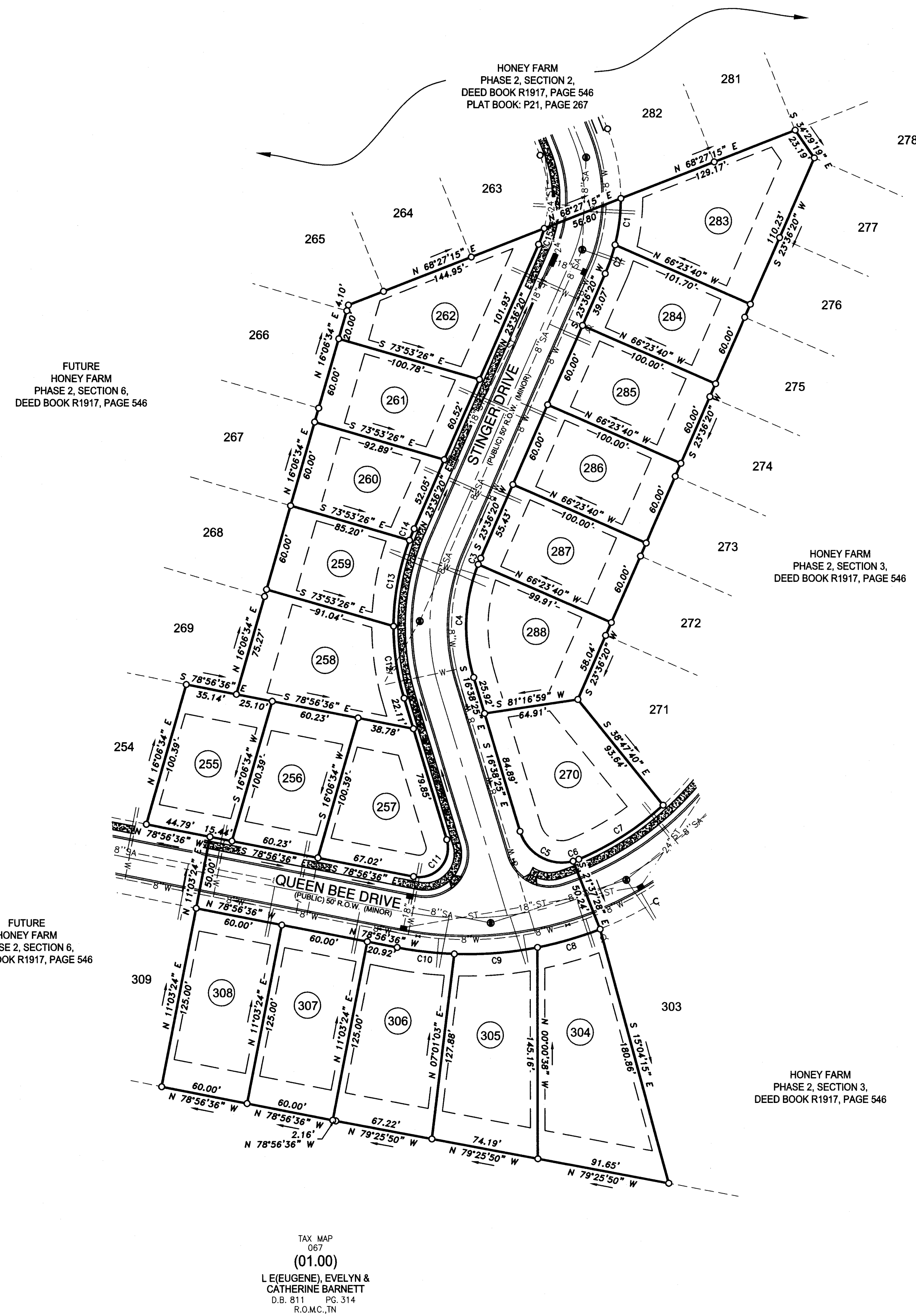
Job. no.  
08505

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Vertical:  
Horizontal:  
1"=50'

1 of 1

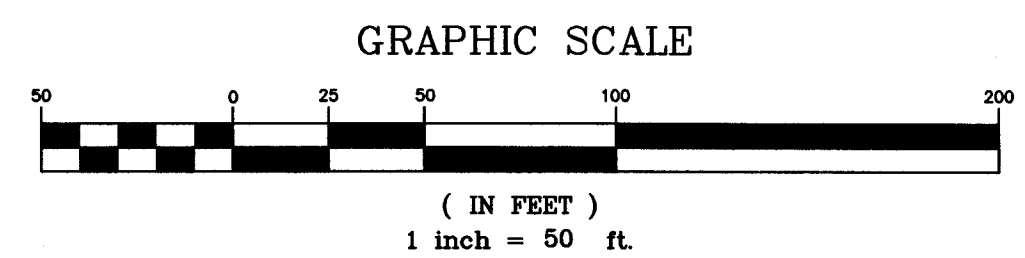


FINAL PLAT  
HONEY FARM PHASE II, SECTION IV



LOT AREA TABLE

| LOT | SQ. FT. | ACRES |
|-----|---------|-------|
| 254 | 6,023   | 0.14  |
| 255 | 6,023   | 0.14  |
| 256 | 6,023   | 0.14  |
| 257 | 6,023   | 0.14  |
| 258 | 6,023   | 0.14  |
| 259 | 6,023   | 0.14  |
| 260 | 6,023   | 0.14  |
| 261 | 6,023   | 0.14  |
| 262 | 6,023   | 0.14  |
| 263 | 6,023   | 0.14  |
| 264 | 6,023   | 0.14  |
| 265 | 6,023   | 0.14  |
| 266 | 6,023   | 0.14  |
| 267 | 6,023   | 0.14  |
| 268 | 6,023   | 0.14  |
| 269 | 6,023   | 0.14  |
| 270 | 6,023   | 0.14  |
| 271 | 6,023   | 0.14  |
| 272 | 6,023   | 0.14  |
| 273 | 6,023   | 0.14  |
| 274 | 6,023   | 0.14  |
| 275 | 6,023   | 0.14  |
| 276 | 6,023   | 0.14  |
| 277 | 6,023   | 0.14  |
| 278 | 6,023   | 0.14  |
| 279 | 6,023   | 0.14  |
| 280 | 6,023   | 0.14  |
| 281 | 6,023   | 0.14  |
| 282 | 6,023   | 0.14  |
| 283 | 6,023   | 0.14  |
| 284 | 6,023   | 0.14  |
| 285 | 6,023   | 0.14  |
| 286 | 6,023   | 0.14  |
| 287 | 6,023   | 0.14  |
| 288 | 6,023   | 0.14  |
| 289 | 6,023   | 0.14  |
| 290 | 6,023   | 0.14  |
| 291 | 6,023   | 0.14  |
| 292 | 6,023   | 0.14  |
| 293 | 6,023   | 0.14  |
| 294 | 6,023   | 0.14  |
| 295 | 6,023   | 0.14  |
| 296 | 6,023   | 0.14  |
| 297 | 6,023   | 0.14  |
| 298 | 6,023   | 0.14  |
| 299 | 6,023   | 0.14  |
| 300 | 6,023   | 0.14  |
| 301 | 6,023   | 0.14  |
| 302 | 6,023   | 0.14  |
| 303 | 6,023   | 0.14  |
| 304 | 6,023   | 0.14  |
| 305 | 6,023   | 0.14  |
| 306 | 6,023   | 0.14  |
| 307 | 6,023   | 0.14  |
| 308 | 6,023   | 0.14  |
| 309 | 6,023   | 0.14  |



PARCEL NUMBER: TAX MAP 051, PCL 58.01  
DEED BOOK: R1917, PAGE 546

PARCEL ADDRESS: NASHVILLE HWY  
COLUMBIA, TENNESSEE 38401

EXISTING ZONING: MU-PUD

BUILDING SETBACKS: FRONT - 15', SIDE - 5',  
REAR - 20'

ACREAGE OF PARCEL: ±4.09 ACRE (178,009 SQFT) TOTAL  
±0.88 ACRE (38,219 SQFT) IN RIGHT  
OF WAY DEDICATION

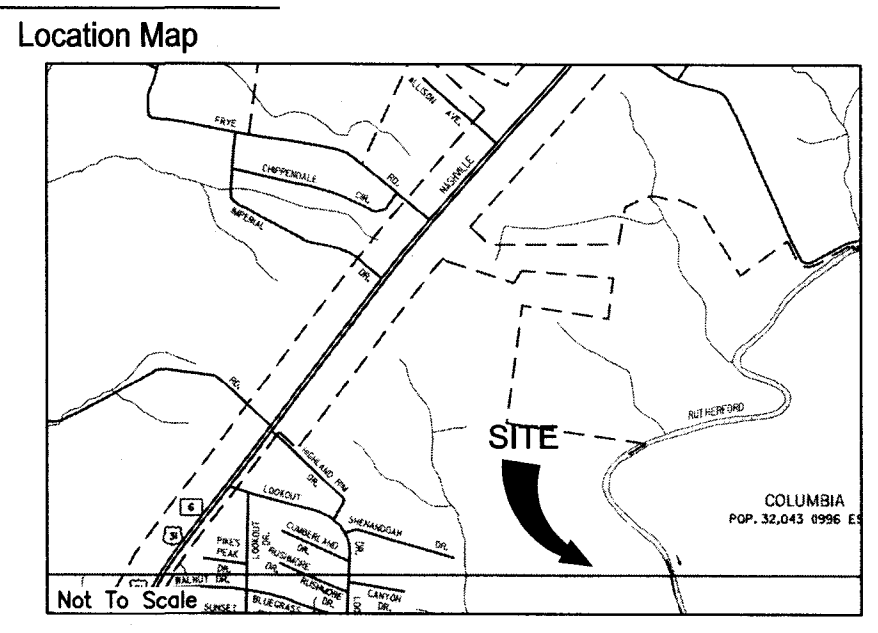
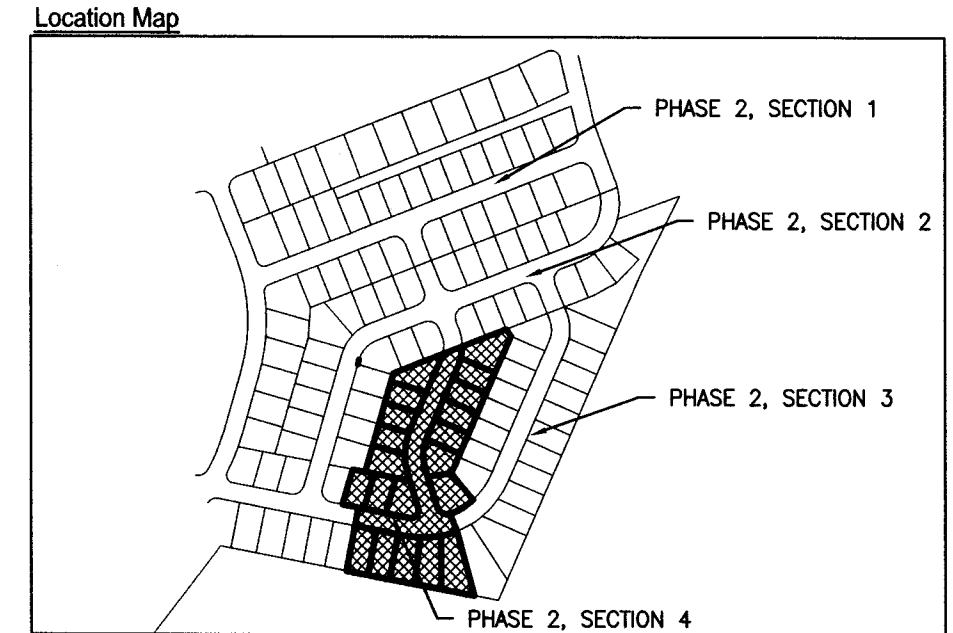
PROPERTY OWNER: CHARLES RAINES & J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

DENSITY: 4.89 LOTS/ACRE

PURPOSE NOTE:  
The purpose of this final plat is to create 20 single family lots.

STORMWATER MANAGEMENT AGREEMENT:  
RECORDED: 02/06/2017  
DEED BOOK: R2415 PAGE: 1427-1433

- Surveyor's Notes
- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
  - The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
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  - The area of the parcels as shown hereon is 4.09 Acres.
  - This property currently identified as Tax Map No. 051 Parcel No. 058.01, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
  - Plat reference: n/a
  - Deed reference: Book R1917 Page 546
  - Bearings based on: Tennessee State Plane, Fipzone 4100.
  - This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but it is not guaranteed to be correct in each and every detail.
  - This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
  - This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
  - The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
  - The certification is not an expressed or implied warranty or guarantee.
  - This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 4719C0190E, dated April 16, 2007, and shown hereon graphically.
  - All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
  - All property corners are 1" rebar with cap reading "WES 1987" unless otherwise noted.



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R1917, Page 546, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: 1-24-18 Charles Raines  
Date: 1-24-18 J.D. Eatherly

Title (if acting for partnership or corporation)

**CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES**

I hereby certify that the streets, drainage, and utilities designated in Honey Farm have been installed in accordance with City Specifications, or a performance bond in the amount of \$ 61,000.00 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date: 1/24/18 City Engineer  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS**

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Date: 1/22/18 Michelle Denton  
Maury County E-911  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL OF SEWER SYSTEM**

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other has been filed to guarantee said installation.

Date: 1/24/18 Director of Wastewater Department  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL OF WATER SYSTEM**

I, (we) hereby certify that the water system(s) outlined or indicated on this final subdivision plat entitled Honey Farm Phase II, Section IV has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 1/23/2018 Name, Title and Agency or Authorized  
Approving Agent

**CERTIFICATE OF COMPLIANCE**

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and all other adopted ordinances and policies.

Date: 1/24/2018 City Engineer  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL FOR RECORDING**

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Date: 1/25/18 Secretary, Planning Commission

**SURVEYOR'S CERTIFICATION (TENNESSEE)**

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon, that this is a category "1" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

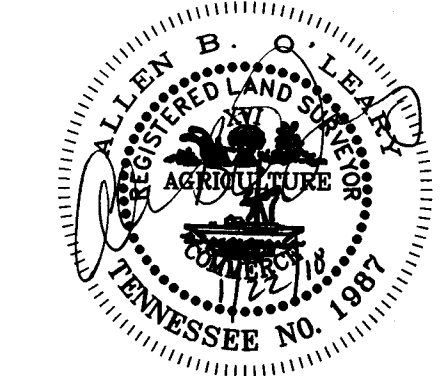
Date: 1/22/18 Allen B. O'Leary TN RLS #1987  
Number

01/25/2018 - 01:48 PM  
18001217  
1 PGS AL-PLAT  
NANCY BATCH: 195339  
PLAT BOOK: P21  
PAGE: 338

REC FEE 15.00  
DP FEE 2.00  
TOTAL 17.00

STATE OF TENNESSEE, MAURY COUNTY  
JOHN FLEMING  
REGISTER OF DEEDS

Register of Deed Recording Stamp



- Legend
- Iron Rod Found
  - Iron Pipe Found
  - Iron Stake Found
  - Concrete Monument Existing
  - PK Nail Found
  - RR S.F. Railroad Spike Found
  - RR S.F. Railroad Spike Set
  - Bench Mark
  - State Found
  - Fire Hydrant
  - Water Meter
  - Water Valve
  - Water Reducer
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  - Catch Basin
  - Curb Inlet
  - Storm Pipe
  - Electric Manhole
  - Gas Valve
  - Water Manhole
  - Electric Meter
  - Cable Riser
  - Electric Riser
  - Telephone Riser
  - Telephone Booth
  - Gas Meter
  - Gas Valve
  - Light Pole
  - Power Pole
  - Telephone Pole
  - Guy Pole
  - Power Pole
  - Flag Pole
  - Guy Wire
  - Mailbox
  - Concrete Block
  - Satellite Dish
  - Handicap Parking
  - Water Spout
  - Evergreen Tree
  - Deciduous Tree
  - Sign
  - Adjoining Property Line
  - Subject Property Line
  - Easement Line
  - Building Setback Line
  - Centerline
  - Edge of Pavement
  - Edge of Gravel
  - Fence Line
  - Woods / Tree Line
  - Edge of Water
  - Ditch / Creek
  - Minor Contour Line
  - Index Contour Line
  - Gas Line
  - Water Sewer Line
  - Water Line
  - Storm Sewer Line
  - Overhead Utility Line
  - Overhead Cable Line
  - Overhead Electric Line
  - Overhead Telephone Line
  - Underground Utility Line
  - Underground Cable Line
  - Underground Electric Line
  - Underground Telephone Line
  - Forced Main Line

WES ENGINEERS & SURVEYORS  
CIVIL ENGINEERS & LAND SURVEYORS  
2408 NASHVILLE HIGHWAY  
COLUMBIA, TN 38401  
PHONE (615) 388-2329  
www.wesengineers.com

CHART  
CHARLES RAINES &  
J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

HONEY FARM PHASE II, SECTION IV  
FINAL PLAT  
COLUMBIA, TN 38401

DATE  
11-28-17

REVISIONS  
PLANNING COMMISSION COMMENTS  
Drawn: FB  
Checked: JG  
Approved: AG  
Date: 11-20-2017

Job no.  
08505

Scale:  
Vertical: 1"=50'

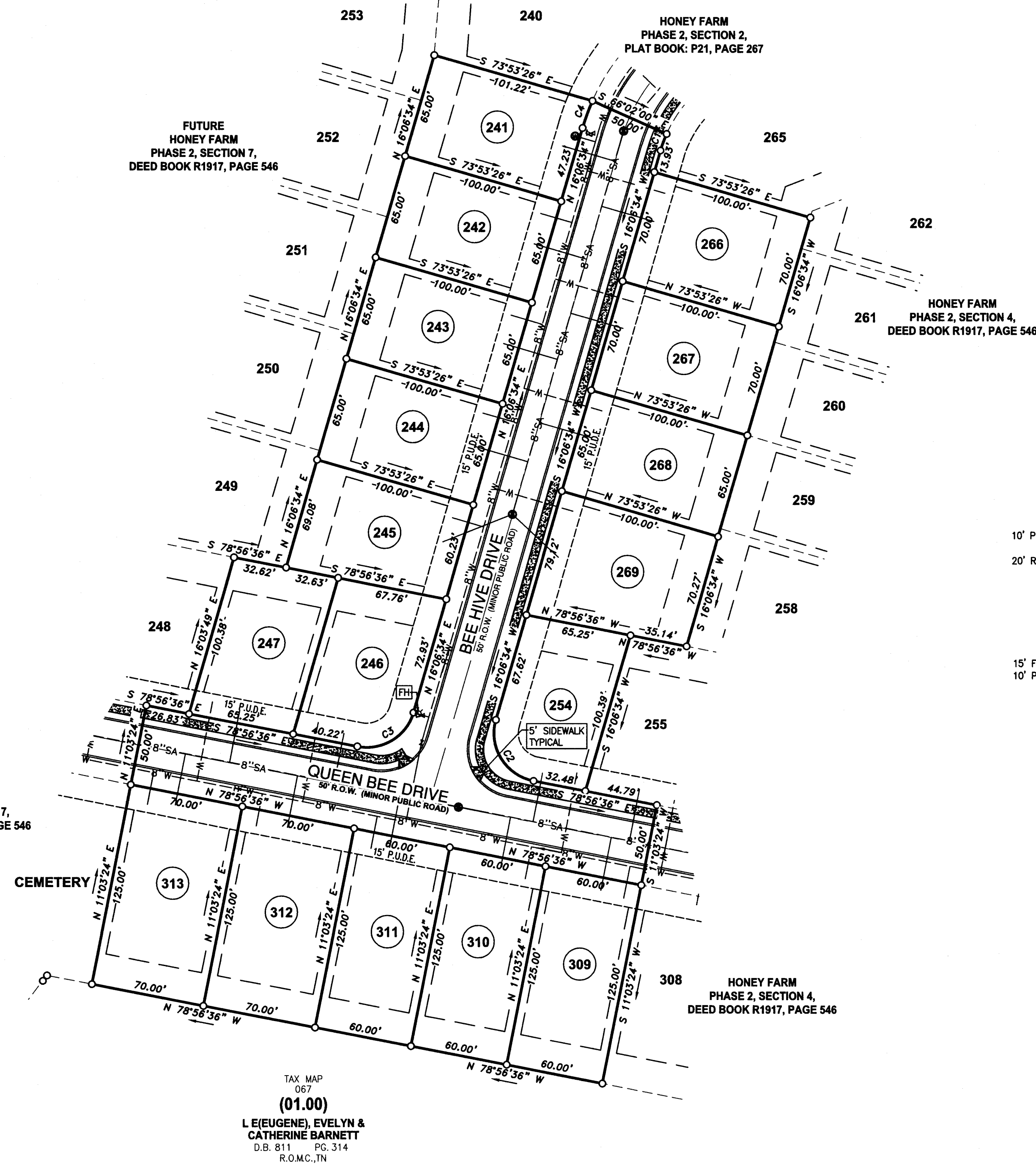
Horizontal: 1"=50'

1 of 1



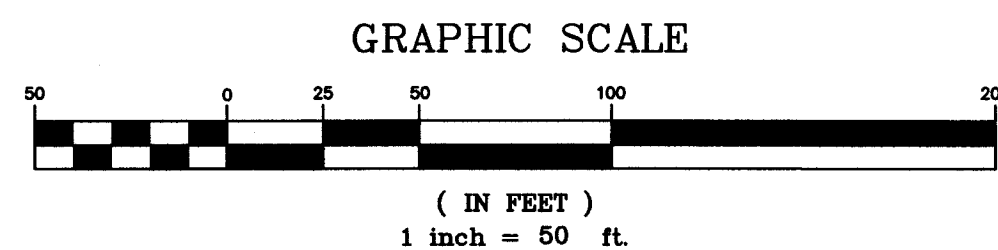






| Lot | Sq. Feet | Acres |
|-----|----------|-------|
| 241 | 6,507.2  | 0.15  |
| 242 | 6,500.0  | 0.15  |
| 243 | 6,500.0  | 0.15  |
| 244 | 6,500.0  | 0.15  |
| 245 | 6,495.5  | 0.15  |
| 246 | 6,615.6  | 0.15  |
| 247 | 6,524.9  | 0.15  |
| 254 | 6,288.8  | 0.14  |
| 266 | 7,000.0  | 0.16  |
| 267 | 7,000.0  | 0.16  |
| 268 | 6,500.0  | 0.15  |
| 269 | 7,469.4  | 0.17  |
| 309 | 7,500.0  | 0.17  |
| 310 | 7,500.0  | 0.17  |
| 311 | 7,500.0  | 0.17  |
| 312 | 8,750.0  | 0.20  |
| 313 | 8,750.0  | 0.20  |

| Curve | Length | Radius  | Delta Angle | Chord         | Bearing | Chord Length |
|-------|--------|---------|-------------|---------------|---------|--------------|
| C1    | 10.97' | 80.00'  | 75°1'25"    | S 20°02'17" W | 10.98'  | 44.28'       |
| C2    | 44.48' | 30.00'  | 95°03'10"   | S 31°23'01" W | 44.28'  | 44.28'       |
| C3    | 44.48' | 30.00'  | 84°56'50"   | S 58°34'59" W | 40.51'  | 40.51'       |
| C4    | 17.83' | 130.00' | 175°1'25"   | S 20°02'17" W | 17.81'  | 17.81'       |



## Legend

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Iron Rod Found</li> <li>Iron Rod Set</li> <li>Iron Pipe Found</li> <li>AXLE</li> <li>AXLE</li> <li>Concrete Monument Existing</li> <li>OP.K.F. PK Nail Found</li> <li>OP.K.S. PK Nail Set</li> <li>R.R.S.F. Railroad Spike Found</li> <li>R.R.S.S. Railroad Spike Set</li> </ul> | <ul style="list-style-type: none"> <li>Bench Mark</li> <li>Stake Found</li> <li>Fire Hydrant</li> <li>Water Meter</li> <li>Water Valve</li> <li>Water Reducer</li> <li>Clean Out</li> <li>Sanitary Sewer Manhole</li> <li>Storm Sewer Manhole</li> <li>Catch Basin</li> <li>Curb Inlet</li> <li>Storm Pipe</li> <li>Cable Manhole</li> <li>Electric Manhole</li> <li>Gas Valve</li> <li>Telephone Manhole</li> <li>Electric Meter</li> <li>Telephone Pole</li> <li>Cable Riser</li> </ul> | <ul style="list-style-type: none"> <li>Electric Riser</li> <li>Telephone Riser</li> <li>Telephone Booth</li> <li>Gas Meter</li> <li>Gas Valve</li> <li>Light Pole</li> <li>Power Pole</li> <li>Handicap Parking</li> <li>Water Spigot</li> <li>Bollard</li> <li>Flag Pole</li> <li>Guy Wire</li> <li>Mailbox</li> <li>Parking Block</li> <li>Satellite Dish</li> <li>Evergreen Tree</li> <li>Deciduous Tree</li> <li>Bush</li> <li>Sign</li> </ul> | <ul style="list-style-type: none"> <li>Adjoining Property Line</li> <li>Subject Property Line</li> <li>Easement Line</li> <li>Building Setback Line</li> <li>Centerline</li> <li>Edge of Pavement</li> <li>Edge of Gravel</li> <li>Fence Line</li> <li>Landscape</li> <li>Woods / Tree Line</li> <li>Edge of Water</li> <li>Ditch / Creek Centerline</li> <li>Minor Contour Line</li> <li>Index Contour Line</li> <li>Gas Line</li> <li>Sanitary Sewer Line</li> <li>Water Line</li> <li>Storm Sewer Line</li> <li>Overhead Utility Line</li> <li>Overhead Cable Line</li> </ul> | <ul style="list-style-type: none"> <li>Overhead Electric Line</li> <li>Overhead Telephone Line</li> <li>Underground Utility Line</li> <li>Underground Cable Line</li> <li>Underground Electric Line</li> <li>Underground Telephone Line</li> <li>Forced Main Line</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PARCEL NUMBER: TAX MAP 051, PCL 58.01  
DEED BOOK: R1917, PAGE 546

PARCEL ADDRESS: NASHVILLE HWY  
COLUMBIA, TENNESSEE 38401

EXISTING ZONING: MU-PUD

BUILDING SETBACKS: FRONT - 15', SIDE - 5',  
REAR - 20'

ACREAGE OF PARCEL: ±3.60 ACRE (157,017 SQFT) TOTAL  
±0.85 ACRE (37,145 SQFT) IN RIGHT  
OF WAY DEDICATION

PROPERTY OWNER: CHARLES RAINES & J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

DENSITY: 4.72 LOTS/ACRE

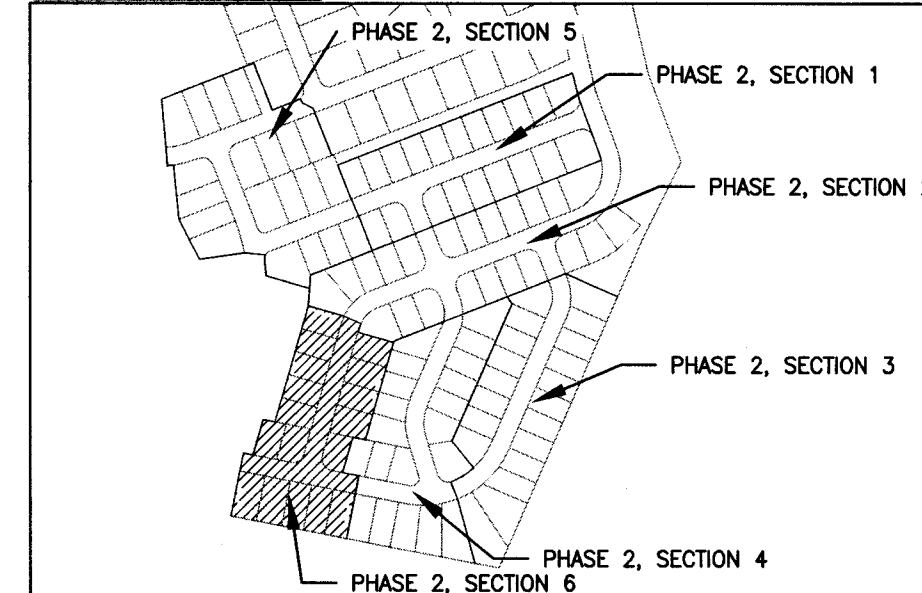
**PURPOSE NOTE:**  
The purpose of this final plat is to create 17 single family lots.

**STORMWATER MANAGEMENT AGREEMENT:**  
RECORDED: 02/06/2017  
DEED BOOK: R2415 PAGE: 1427-1433

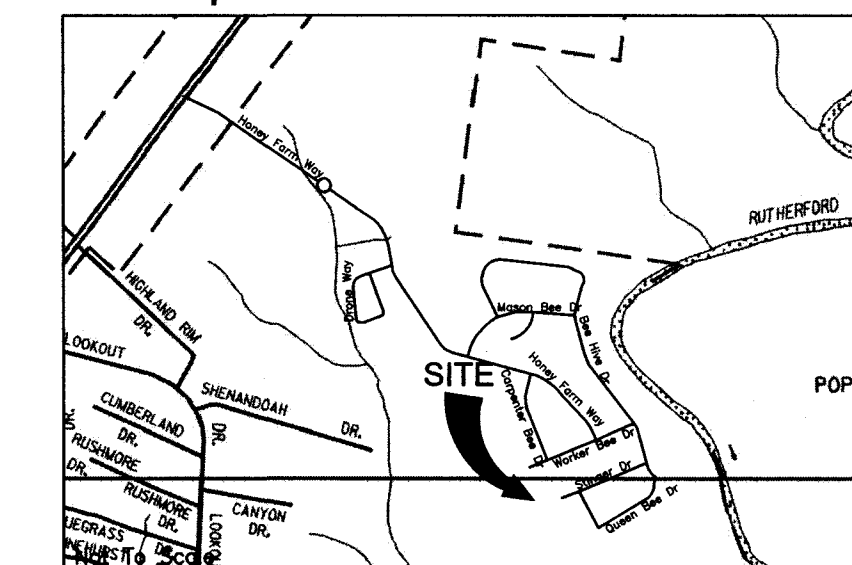
## Surveyor's Notes

- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
- The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
- Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
- Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
- The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
- The area of the parcels as shown hereon is 4.09 Acres.
- This property currently identified as Tax Map No. 051 Parcel No. 058.01, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
- Plot reference: n/a
- Deed reference: Book R1917 Page 546
- Bearings based on: Tennessee State Plane, Fipzone 4100.
- This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
- This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
- This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
- The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
- The certification is not an expressed or implied warranty or guarantee.
- This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 4719C0190E, dated April 16, 2007, and shown hereon graphically.
- All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
- All property corners are 1" rebar with cap reading "WES 1987" unless otherwise noted.

## Honey Farm Vicinity Map



## Location Map



## CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R1917, Page 546, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: 6/25/18 Charles Raines  
Date: 1/8/18 J.D. Eatherly

Title (if acting for partnership or corporation)

## CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES

I hereby certify that the streets, drainage, and utilities designated in Honey Farm have been installed in accordance with City Specifications, or a performance bond in the amount of \$49,000.00, for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date: 6/27/2018 A. Harris  
City Engineer  
Columbia, Tennessee

## CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Date: 6/26/18 Crystal Gideon  
Maury County E-911  
Columbia, Tennessee

## CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond of \$10,000.00 has been filed to guarantee said installation.

Date: 6/26/18 D. B. Blevins  
Director of Wastewater Department  
Columbia, Tennessee

## CERTIFICATE OF APPROVAL OF WATER SYSTEM

I, (we) hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Honey Farm Phase II, Section VI has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 6/26/18 N. Harris  
Appointing Agent

## CERTIFICATE OF COMPLIANCE

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Date: 6/27/2018 A. Harris  
City Engineer  
Columbia, Tennessee

## CERTIFICATE OF APPROVAL FOR RECORDING

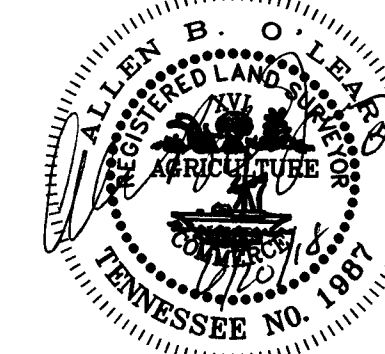
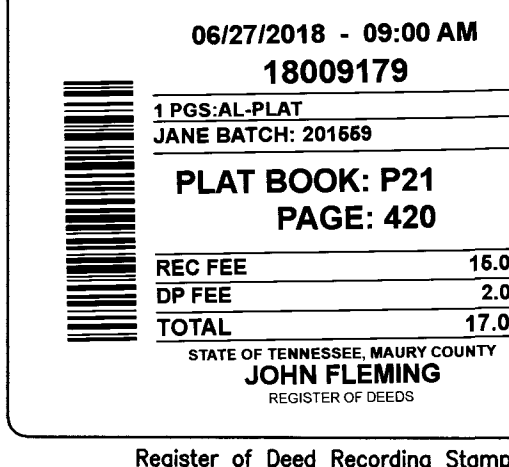
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Date: 6/27/18 Paul Kalkan  
Secretary, Planning Commission

## SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Date: 6/20/18 Allen B. O'Leary  
Number: TN RLS #1987



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WES ENGINEERS & SURVEYORS  
CIVIL ENGINEERS & LAND SURVEYORS  
2466 NASHVILLE HIGHWAY  
COLUMBIA, TN 38401  
PHONE (601) 388-2329  
www.wesengr.com

WESA  
ENGINEERS & SURVEYORS

Client: CHARLES RAINES &  
J.D. EATHERLY  
PO BOX 1715  
SPRING HILL, TN 37174

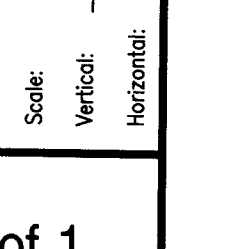
FINAL PLAT  
HONEY FARM PHASE II, SECTION VI  
COLUMBIA, TN 38401

DATE: 06-27-2018  
DRAWN: ES  
CHECKED: JS  
APPROVED: AG  
DATE: 06-27-2018  
Scale: Vertical: Horizontal: 1"=50'

08505

1 of 1







CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

---

**STAFF REPORT CONTACT INFORMATION**

Thad Jablonski, Finance Director, [tjablonski@columbiatn.com](mailto:tjablonski@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE:** RESOLUTION NO. 23-45 - A RESOLUTION ADOPTING "COLUMBIA 2023-2028" AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA

**RECOMMENDATION:** Approve Resolution No. 23-45.

**INFORMATION:** On February 22, 23 and 24, 2023, the Mayor, City Council, City Manager and Management Team participated in three (3) days of strategic planning workshops facilitated by Judy King with Quality Management Services, LLC. During the annual workshops, the City Manager, City Council and Management Team reviewed progress and key projects from the prior year and set priorities, objectives and new goals to achieve over the next 12 months. As City officials and staff continue to work towards achieving the community's long-term vision for Columbia, staff will continue to present semiannual progress reports which help to align the City's current year work plan and budget priorities with the goals and objectives identified in the proposed 2023 Strategic Plan.

With City Council's approval, the updated Columbia Strategic Plan, Columbia 2023-2028, will be made available for public distribution following adoption of the FY 2024 budget.

**A RESOLUTION ADOPTING “COLUMBIA 2023-2028” AS THE ANNUAL  
STRATEGIC PLAN FOR THE CITY OF COLUMBIA**

**WHEREAS**, the City of Columbia is committed to identifying the ways in which the organization can best achieve its potential; and

**WHEREAS**, the City Council of the City of Columbia recognizes that a formal strategic plan helps identify a city’s mission, vision, strengths, weaknesses, opportunities and threats; and

**WHEREAS**, the City Council of the City of Columbia endorses the agreed upon vision, goals and objectives within the Columbia Strategic Plan 2023-2028 that will guide the City’s future; and

**WHEREAS**, the Columbia Strategic Plan 2023-2028 was developed by Judy King of Quality Management Services, LLC with assistance from the City Council, the City Manager, City departments, and citizens of the City of Columbia.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA**, that the City Council hereby adopts the Columbia Strategic Plan 2023-2028.

**BE IT FURTHER RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE** that the City Council recognizes the significant investment of time and effort in the strategic planning sessions and therefore resolves:

(1) to refer frequently to the goals and objectives deified in the plan, a.k.a, the 2023 Strategic Plan, and making a true effort to implement and achieve them; and

(2) to make a good-faith effort to make decisions and pass policies that are compatible with the City’s mission and vision statements.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE**, this the 13<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY





## City of Columbia Strategic Plan, *Columbia 2023-2028*

### VISION 2028

Columbia 2038 is a *HISTORIC COMMUNITY*  
with *NATURAL BEAUTY* and the *REGIONAL*  
*HUB FOR SOUTH CENTRAL TENNESSEE.*

---

Columbia 2038 has an *ACTIVE DOWNTOWN*,  
a choice of *LIVABLE NEIGHBORHOODS*, and  
a *GROWING ECONOMY.*

---

Columbia 2038 has tremendous  
*COMMUNITY SPIRIT*,  
and is a *GREAT PLACE TO LIVE!*

### GOALS 2023

Financially Responsible City Providing Excellent Services

---

Upgraded Streets, Improved Transportation System

---

Growing City Economy

---

More Attractive, Livable City

---

Vibrancy of All (5) City Wards



## **Policy Agenda 2023 Targets for Action City of Columbia**

### **TOP PRIORITY**

1. Implement compensation study approved recommendations
2. Secure land for future parks and City facilities
3. Improve technology use: implement on-line billing/finance system, put more forms and processes on-line
4. Increase staffing in all departments to keep pace with growth/demand
5. Act upon flow study: Bear Creek Sewer Shed and Freehand Lane Shed
6. Advocate the widening of Bear Creek Pike
7. Build a pedestrian bridge to connect Arts District and east side
8. Address the water supply/pressure issue
9. Review and revise development and zoning code
10. Explore a company providing a temporary ice rink and charge for use
11. Create a deterrent to littering
12. Support African American museum/pocket park
13. Take an inventory of sidewalks and create a plan for improvement
14. Replace the community pool with a splash pad and evaluate having the skate park there
15. Create a landscape design plan for DT to beautify it and permit planned further expansion
16. Reevaluate mass gatherings plan

### **HIGH PRIORITY**

1. Develop Columbia 101
2. Anticipate and adjust capital equipment replacement plan to address long lead times on specialty equipment
3. Establish target development mix (i.e., commercial, residential, retail) for appropriate balance and keeping our identity
4. Add bicycle lanes on City streets as space permits
5. Address the growing homelessness issue
6. Make improvements on James Campbell Boulevard (landscaping)



## **Management Agenda 2023 Targets for Action City of Columbia**

1. Explore the use of more grants
2. Flood study underway (west side and elsewhere)
3. Champion a unified radio system for Fire Dept. with partnering agencies
4. Make IT improvements: transition from .com domain to .gov; segment the network; adopt cloud networking solutions for the future
5. Complete the PW facility improvements
6. Complete the Westover Annex renovation
7. Complete the WW treatment plant
8. Complete the Police firing range
9. Continue commitment to funds for street paving in the bi-annual program
10. Continue traffic signal upgrades
11. Recruit high quality retail
12. Attainable housing: comprehensive plan review and the City taking initiative
13. Develop a park in north Columbia
14. Continue to address drug abuse
15. Encourage Ward 3 development
16. Develop the Arts District
17. Add more electric vehicle charging stations
18. Add historical markers throughout the City
19. Recruit a hotel in DT with meeting space
20. Expand Summerstock
21. Complete Fire Station 1 renovation/expansion
22. Complete traffic signal installation at US 50 and Tom Hitch Parkway
23. Evaluate creation of a GIS position for future operations
24. Improve communication with the public, through the use of social media and the text messaging system



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Marketing & Tourism Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 23-46 - A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE 2024 ABC (ARTS BUILD COMMUNITIES) GRANT THROUGH THE TENNESSEE ARTS COMMISSION, ACCEPT THE 1:1 MATCHING GRANT AWARD FOR UP TO \$10,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

**RECOMMENDATION:** Approve Resolution No. 23-46.

**INFORMATION:** The City of Columbia applied for the 2024 ABC Grant by the Tennessee Arts Commission to help fund an arts project up to \$10,000. This grant is a 1:1 matching grant, with up to \$5,000 in grant dollars from Tn Arts Commission matched by up to \$5,000 from the City of Columbia for an artistic crosswalk design and installation in the Columbia Arts District at the intersection of 8th Street and High Street. Artist will be determined by the Columbia Arts Council.

**A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE 2024 ABC (ARTS BUILD COMMUNITIES) GRANT THROUGH THE TENNESSEE ARTS COMMISSION, ACCEPT THE GRANT AWARD FOR UP TO \$10,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

**WHEREAS**, the City of Columbia is eligible for funds under the 2024 Arts Build Communities (ABC) Grant Program through the Tennessee Arts Commission with 1:1 matching funds; and

**WHEREAS**, this grant provides the opportunity to enhance the arts which would enrich the community, increase tourism, and travel-generated revenue; and

**WHEREAS**, the City of Columbia will utilize said grant monies to help enhance the visitor experience through an artistic crosswalk located in the Columbia Arts District at the intersection of 8<sup>th</sup> Street and High Street.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA** that

- (1) The City has applied for the 2024 ABC Grant Program through the Tennessee Arts Commission.
- (2) The City Council approves the matching grant award with the Tn Arts Commission funding half of the project cost up to \$5,000 and the City funding the matching portion up to \$5,000 for a total of up to \$10,000 in funds.
- (3) The Mayor is hereby authorized and directed to execute and submit an application for funds to the Tennessee Arts Commission in the amount of \$10,000.
- (4) The Mayor is hereby authorized and directed to enter into all necessary agreements to receive and administer such grant funds.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA, TENNESSEE,**  
this, the 13<sup>th</sup> day of July, 2023.

**CHARLES (CHAZ) M. MOLDER, MAYOR**

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

*C. Tim Tisher*  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Marketing & Tourism Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 23-47 - A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE BLOOMBERG ASPHALT ART GRANT; IF AWARDED, ACCEPT THE GRANT AWARD FOR UP TO \$25,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

**RECOMMENDATION:** Approve Resolution No. 23-47.

**INFORMATION:** The City of Columbia applied for the Bloomberg Asphalt Art Grant in the amount of \$25,000 with no matching funds required. If the grant is awarded, the funds would be used to create two artistic crosswalks located in the Columbia Arts District at 11th Street & High Street and 8th Street & Garden Street. Artist(s) will be determined by the Columbia Arts Council.

**A RESOLUTION TO RATIFY THE AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE BLOOMBERG ASPHALT ART GRANT; IF AWARDED, ACCEPT THE GRANT AWARD FOR UP TO \$25,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

**WHEREAS**, the City of Columbia is eligible for funds up to \$25,000 under the Bloomberg Asphalt Grant Program; and

**WHEREAS**, this grant provides the opportunity to enhance the arts which would enrich the community, increase tourism, and travel-generated revenue; and

**WHEREAS**, the City of Columbia will utilize said grant monies to help enhance the community and the visitor experience through two artistic crosswalks located in the Columbia Arts District at 11<sup>th</sup> Street & High Street and 8<sup>th</sup> Street & Garden Street.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA** that

- (1) The City has applied for the Bloomberg Asphalt Art Grant.
- (2) If awarded, the City Council approves of the grant award by Bloomberg Philanthropies of up to \$25,000 with no matching funds required.
- (3) The Mayor, is hereby authorized and directed to execute and submit an application to the Bloomberg Asphalt Grant program.
- (4) The Mayor is hereby authorized and directed to enter into all necessary agreements to receive and administer such grant funds.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA, TENNESSEE, this, the 13<sup>TH</sup> day of July, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Regina Connelly, City Recorder's Office, [rconnelly@columbiatn.com](mailto:rconnelly@columbiatn.com), 931-560-1520

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 23-48 – TAX CORRECTIONS

**RECOMMENDATION:** Approve Resolution No. 23-48.

**INFORMATION:** The City Recorder is presenting tax corrections through 6/28/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

**ATTACHMENTS:** Staff Report; Resolution No. 23-48; Tax Corrections.

**RESOLUTION**

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is assessed which should not be assessed; and

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is incorrectly assessed; and

WHEREAS, the City of Columbia, Tennessee, desires to correct these errors to properly reflect the corrections on the books of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the following corrections are hereby approved:

(SEE SCHEDULE "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

COLUMBIA, TENNESSEE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

TAX CORRECTIONS  
RESOLUTION NO. 23-48

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF CUYUCH PLUMBING, C/O JAMIE CUYUCH. MAP 089N H 007.00 P 001, 1012 ADAIR DR. PROPERTY VALUE \$24,137.00, ASSESSED VALUE \$7,241.00, AND TAXES \$60.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. REFUND PARTIAL 2022 PROPERTY TAX IN THE NAME OF CHERRY, SCOTT M, ETUX CYNTHIA. MAP 101B I 045.00, 1824 ELIZABETH LN. PROPERTY VALUE FROM \$314,200.00 TO \$285,800.00, ASSESSED VALUE FROM \$78,550.00 TO \$71,450.00, AND TAXES FROM \$648.00 TO \$589.00. REFUND OF \$59.00 DUE TO ERROR IN SQUARE FOOTAGE PER MAURY COUNTY TAX ASSESSOR.
3. PICKUP 2022 PERSONAL PROPERTY TAXES IN THE NAME OF COTTAGE OF COLUMBIA. MAP 090J A 017.00 P 300, 908 LOCUST ST. PICKUP TAXES IN THE AMOUNT OF \$5.00. DUE TO BUSINESS OWNER NOTIFIED ACCOUNT CLOSURE WITHIN 15 DAYS OF CLOSING DATE AND REQUESTED 2023 BILL ASAP. RECOMMENDED PER MAURY COUNTY TAX ASSESSOR TO ADD TO 2022 TAX ROLL FOR IMMEDIATE BILLING.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Administrative Assistant to Fire Chief Ty Cobb, [gadams@columbiatn.com](mailto:gadams@columbiatn.com), [931-560-1723](tel:931-560-1723)

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**AGENDA ITEM TITLE: RESOLUTION NO. 23-49 – A RESOLUTION ACCEPTING THE DONATION OF (1) ONE USED PROPANE TANK DONATED BY HOLSTON GASES & AR PIPING TO BE UTILIZED BY COLUMBIA FIRE & RESCUE – FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Fire & Rescue requests approval of City Council to accept the donation of one used propane tank with a value of \$500.00 which will be used as a simulation prop for training purposes by the Training Division at the Training Center.

**ATTACHMENTS:** *Staff Report; Resolution No. 23-49 .*



**A RESOLUTION ACCEPTING THE DONATION OF (1) USED PROPANE  
TANK DONATED BY HOLSTON GASES & AR GAS PIPING TO BE UTILIZED  
BY COLUMBIA FIRE & RESCUE**

WHEREAS, Columbia Fire & Rescue would like to accept the donation of (1) one used propane tank to be used by the training division with an approximate value of \$500.00 (Five Hundred Dollars) from Holston Gases & AR Gas Piping;

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Fire & Rescue by accepting this donation.

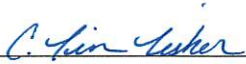
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

2ND CONSIDERATION OF ORDINANCE NO. 4456 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL)

**RECOMMENDATION:** Approve Ordinance No. 4456 on second consideration.

**INFORMATION:** The applicant is requesting to rezone a portion of the aforementioned property for the future development of residential homes as part of the proposed Old Zion Road Planned Unit Development subdivision consisting of 765 homes on 415 acres. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning property herein described from CD-2 (Rural Character District) to PUD-R (Planned Unit Development-Residential).

Section 2: Said property to be rezoned, being a portion of Tax Map 112 Parcel 9, located at 6150 Trotwood Avenue, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-2 (Rural Character District) to PUD-R (Planned Unit Development-Residential) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;



B. It has been determined that the legal purposes for which zoning exists have not been contravened; and

C. It has been determined that there will have no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

*C. Tim Tisher*  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

21-0244

**DOBUAL SPRING CREEK PARTNERS PROPERTY DESCRIPTION**

**MAP 112, PARCEL 9.00**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH AND EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, DEED BOOK R2068, PAGE 364, AND DEED BOOK R2068, PAGE 361, R.O.M.C.T., ON THE SOUTH BY TROTWOOD AVENUE – STATE ROUTE 243 (60' RIGHT OF WAY WIDTH), ON THE WEST BY GREGORY BAXTER, ETUX. OF RECORD IN DEED BOOK R1884, PAGE 442, R.O.M.C.T., LOT 1 AND LOTS 21-28 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., AND OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) IN THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SOUTH 71 DEGREES 43 MINUTES 53 SECONDS WEST, 3760.08 FEET TO A 1" IRON PIPE (OLD) AT THE SOUTHEAST CORNER OF SAID BAXTER PROPERTY;

THENCE, WITH THE EAST LINE OF SAID BAXTER PROPERTY, NORTH 18 DEGREES 37 MINUTES 31 SECONDS WEST, 257.38 FEET TO A 5/8" IRON ROD (OLD) AT THE COMMON CORNER OF SAID BAXTER AND LOT 1;

THENCE, WITH THE EASTERLY LINES OF LOT 1 AND LOTS 21-28 THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 08 DEGREES 55 MINUTES 46 SECONDS EAST, 775.72 FEET TO A 5/8" IRON ROD (OLD);
2. NORTH 08 DEGREES 22 MINUTES 18 SECONDS EAST, 329.80 FEET TO A 5/8" IRON ROD (OLD);
3. NORTH 07 DEGREES 55 MINUTES 00 SECONDS EAST, 447.60 FEET TO A CONCRETE MONUMENT (OLD) AT A SOUTHEAST CORNER OF OLD ZION, LLC PROPERTY;

THENCE, WITH AN EASTERLY LINE OF SAID OLD ZION, LLC PROPERTY, NORTH 08 DEGREES 14 MINUTES 58 SECONDS EAST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE SOUTHWEST CORNER OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID CITY OF COLUMBIA PROPERTY THE FOLLOWING FOURTEEN CALLS (1 THROUGH 14):

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

1. SOUTH 85 DEGREES 34 MINUTES 39 SECONDS EAST, 1577.22 FEET TO A PLANTED STONE;
2. SOUTH 85 DEGREES 08 MINUTES 00 SECONDS EAST, 97.47 FEET TO A CONCRETE MONUMENT (OLD);
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 1056.49 FEET TO AN IRON ROD (NEW);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 165.16 FEET, A DELTA ANGLE OF 90 DEGREES 07 MINUTES 18 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 52 MINUTES 06 SECONDS EAST, 148.65 FEET TO AN IRON ROD (NEW);
5. SOUTH 06 DEGREES 11 MINUTES 28 SECONDS WEST, 116.88 FEET TO AN IRON ROD (NEW);
6. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 56.44 FEET, A DELTA ANGLE OF 24 DEGREES 52 MINUTES 34 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 14 MINUTES 51 SECONDS EAST, 56.00 FEET TO AN IRON ROD (NEW);
7. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 357.57 FEET TO AN IRON ROD (NEW);
8. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 20.00 FEET TO AN IRON ROD (NEW);
9. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 100.00 FEET TO AN IRON ROD (NEW);
10. NORTH 71 DEGREES 18 MINUTES 54 SECONDS EAST, 20.00 FEET TO AN IRON ROD (NEW);
11. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 657.60 FEET TO AN IRON ROD (NEW);
12. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 10.00 FEET TO AN IRON ROD (NEW);
13. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 282.13 FEET TO AN IRON ROD (NEW);
14. SOUTH 26 DEGREES 27 MINUTES 57 SECONDS WEST, 13.94 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 7,592,427 SQUARE FEET OR 174.30 ACRES, MORE OR LESS.

**NASHVILLE**

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

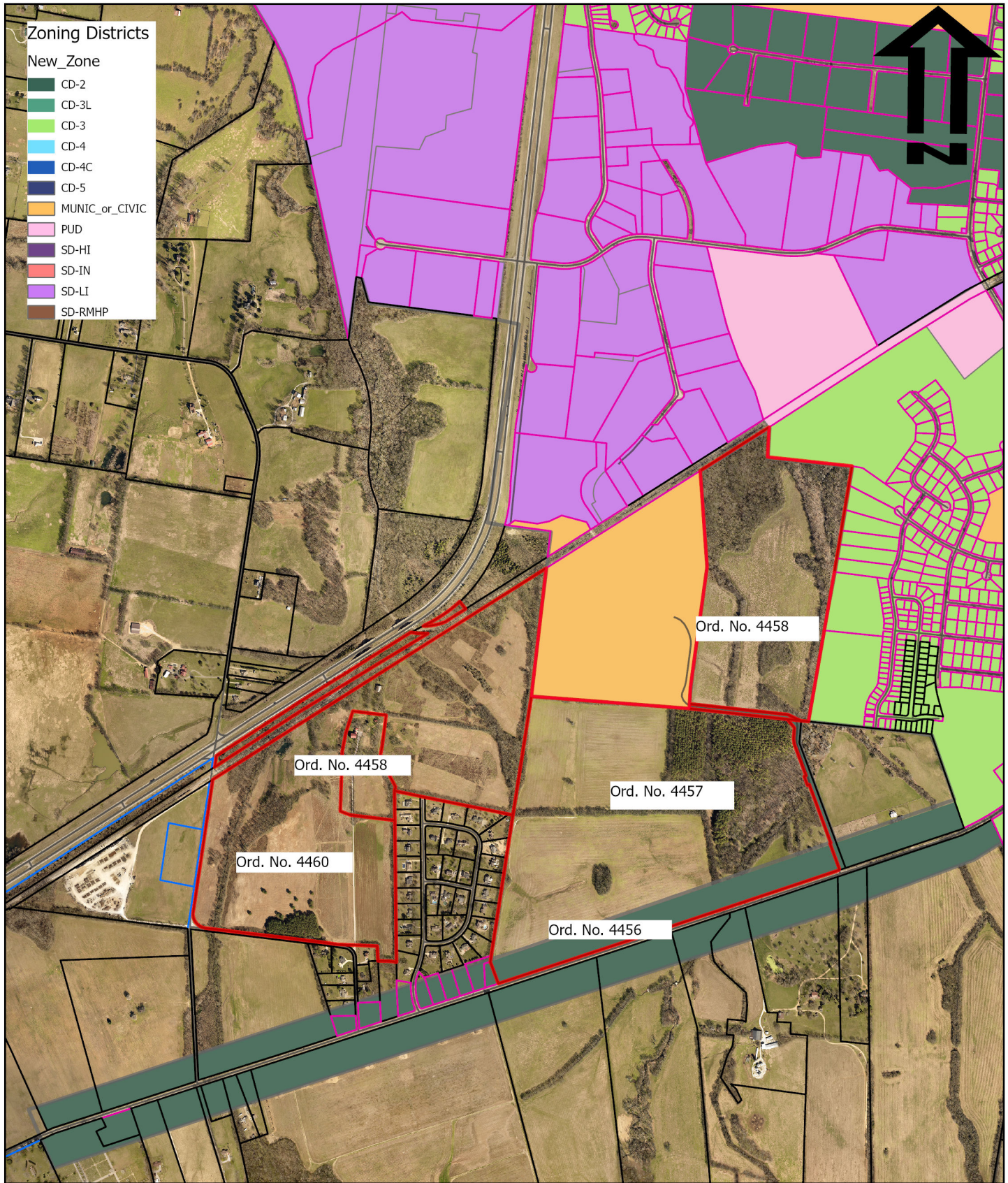
**MURFREESBORO**

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

**CHATTANOOGA**

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





# Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460  
Exhibit B



CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541



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**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

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APPLICATION NUMBER

**22-0069**

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

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PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.



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PLANNING COMMISSION  
STAFF REPORT

- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

**CITY OF COLUMBIA TENNESSEE**  
**PLANNING COMMISSION**  
**STAFF REPORT**

**STAFF REPORT CONTACT INFORMATION**

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

**APPLICATION NUMBER**

**22-0069**

**APPLICANT/PROPERTY OWNER**

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

**PUBLIC HEARING DATE**

**N/A**

**PROPERTY ADDRESS/LOCATION**

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

**SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.**

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

**COMPATIBILITY with the COMPREHENSIVE PLAN**

**Suburban Neighborhood.** The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

**PROPERTY HISTORY**

**22-0069.** Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

**RS-6 base zoning standards:**

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')



- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

---

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit*

*residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

---

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in*

*effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*



*application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS**

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

#### **3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS**

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

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Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

2ND CONSIDERATION OF ORDINANCE NO. 4457 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)

**RECOMMENDATION:** Approve Ordinance No. 4457 on second consideration.

**INFORMATION:** The applicant is requesting a portion of property be annexed and zoned for a Planned Unit Development residential development known as Old Zion Road PUD. Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING  
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO  
ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED  
AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112  
PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the property herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said portion of property being annexed by Resolution No. 23-29, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and



C. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

*C. Tim Tisher*  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1<sup>st</sup> consideration: \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

21-0244

**DOBUAL SPRING CREEK PARTNERS PROPERTY DESCRIPTION**

**MAP 112, PARCEL 9.00**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH AND EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, DEED BOOK R2068, PAGE 364, AND DEED BOOK R2068, PAGE 361, R.O.M.C.T., ON THE SOUTH BY TROTWOOD AVENUE – STATE ROUTE 243 (60' RIGHT OF WAY WIDTH), ON THE WEST BY GREGORY BAXTER, ETUX. OF RECORD IN DEED BOOK R1884, PAGE 442, R.O.M.C.T., LOT 1 AND LOTS 21-28 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., AND OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) IN THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SOUTH 71 DEGREES 43 MINUTES 53 SECONDS WEST, 3760.08 FEET TO A 1" IRON PIPE (OLD) AT THE SOUTHEAST CORNER OF SAID BAXTER PROPERTY;

THENCE, WITH THE EAST LINE OF SAID BAXTER PROPERTY, NORTH 18 DEGREES 37 MINUTES 31 SECONDS WEST, 257.38 FEET TO A 5/8" IRON ROD (OLD) AT THE COMMON CORNER OF SAID BAXTER AND LOT 1;

THENCE, WITH THE EASTERLY LINES OF LOT 1 AND LOTS 21-28 THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 08 DEGREES 55 MINUTES 46 SECONDS EAST, 775.72 FEET TO A 5/8" IRON ROD (OLD);
2. NORTH 08 DEGREES 22 MINUTES 18 SECONDS EAST, 329.80 FEET TO A 5/8" IRON ROD (OLD);
3. NORTH 07 DEGREES 55 MINUTES 00 SECONDS EAST, 447.60 FEET TO A CONCRETE MONUMENT (OLD) AT A SOUTHEAST CORNER OF OLD ZION, LLC PROPERTY;

THENCE, WITH AN EASTERLY LINE OF SAID OLD ZION, LLC PROPERTY, NORTH 08 DEGREES 14 MINUTES 58 SECONDS EAST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE SOUTHWEST CORNER OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID CITY OF COLUMBIA PROPERTY THE FOLLOWING FOURTEEN CALLS (1 THROUGH 14):

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

1. SOUTH 85 DEGREES 34 MINUTES 39 SECONDS EAST, 1577.22 FEET TO A PLANTED STONE;
2. SOUTH 85 DEGREES 08 MINUTES 00 SECONDS EAST, 97.47 FEET TO A CONCRETE MONUMENT (OLD);
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 1056.49 FEET TO AN IRON ROD (NEW);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 165.16 FEET, A DELTA ANGLE OF 90 DEGREES 07 MINUTES 18 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 52 MINUTES 06 SECONDS EAST, 148.65 FEET TO AN IRON ROD (NEW);
5. SOUTH 06 DEGREES 11 MINUTES 28 SECONDS WEST, 116.88 FEET TO AN IRON ROD (NEW);
6. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 56.44 FEET, A DELTA ANGLE OF 24 DEGREES 52 MINUTES 34 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 14 MINUTES 51 SECONDS EAST, 56.00 FEET TO AN IRON ROD (NEW);
7. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 357.57 FEET TO AN IRON ROD (NEW);
8. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 20.00 FEET TO AN IRON ROD (NEW);
9. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 100.00 FEET TO AN IRON ROD (NEW);
10. NORTH 71 DEGREES 18 MINUTES 54 SECONDS EAST, 20.00 FEET TO AN IRON ROD (NEW);
11. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 657.60 FEET TO AN IRON ROD (NEW);
12. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 10.00 FEET TO AN IRON ROD (NEW);
13. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 282.13 FEET TO AN IRON ROD (NEW);
14. SOUTH 26 DEGREES 27 MINUTES 57 SECONDS WEST, 13.94 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 7,592,427 SQUARE FEET OR 174.30 ACRES, MORE OR LESS.

**NASHVILLE**

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

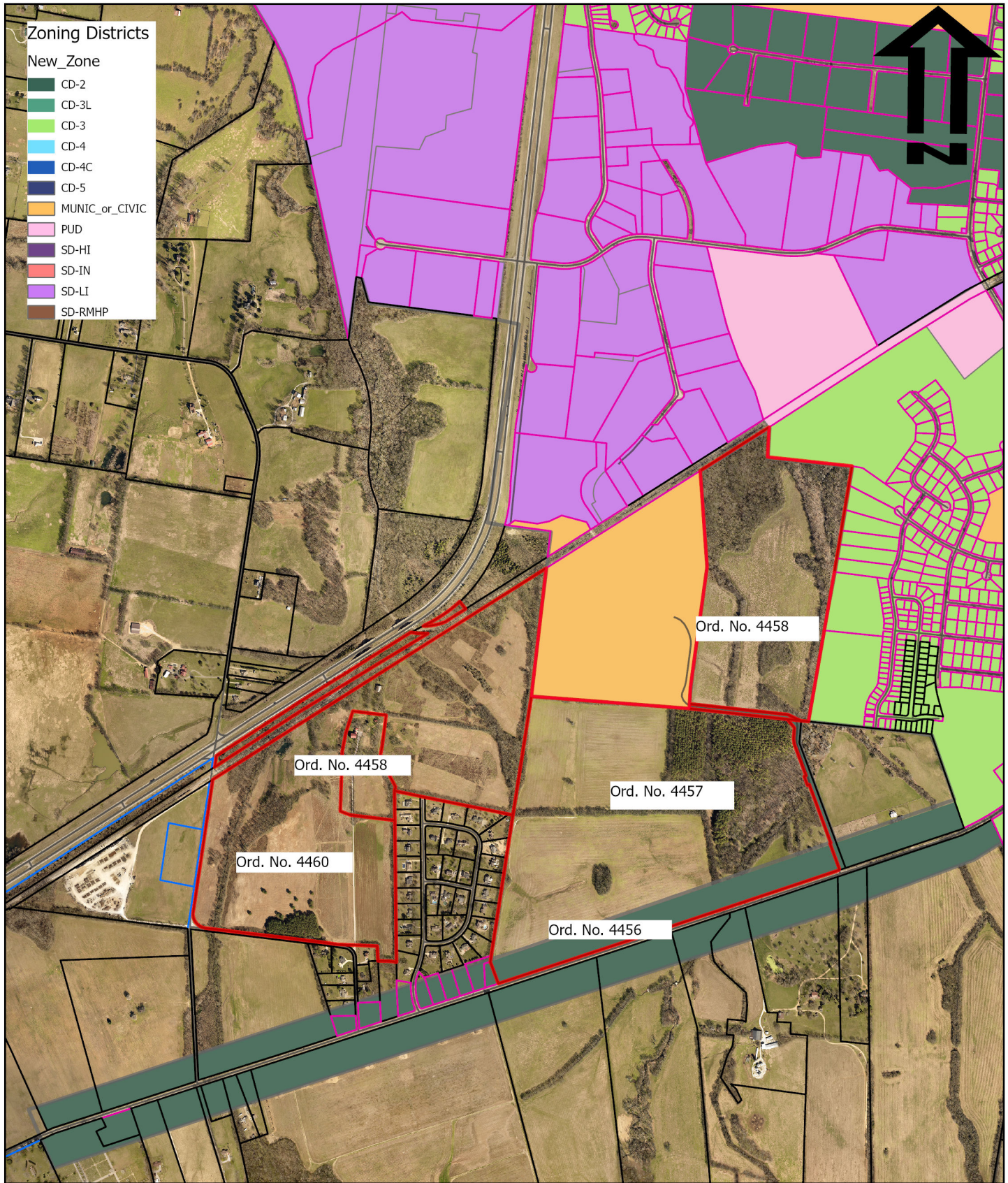
**MURFREESBORO**

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

**CHATTANOOGA**

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





# Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460  
Exhibit B



CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541



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**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

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APPLICATION NUMBER

**22-0069**

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

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PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.

- Photometric details have been added for the lots near Ridley Park.
  - The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

**STAFF REPORT CONTACT INFORMATION**

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

**APPLICATION NUMBER**

**22-0069**

**APPLICANT/PROPERTY OWNER**

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

**PUBLIC HEARING DATE**

**N/A**

**PROPERTY ADDRESS/LOCATION**

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

**SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.**

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

**COMPATIBILITY with the COMPREHENSIVE PLAN**

**Suburban Neighborhood.** The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

**PROPERTY HISTORY**

**22-0069.** Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

**RS-6 base zoning standards:**

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')





- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

---

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit*

*residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

---

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in*

*effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*

*application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS**

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

#### **3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS**

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

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Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

2<sup>ND</sup> CONSIDERATION OF ORDINANCE NO. 4458 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)

**RECOMMENDATION:** Approve Ordinance No. 4458 on second consideration.

**INFORMATION:** The applicant is requesting the aforementioned properties be zoned upon annexation to a Planned Unit Development Residential classification as part of the Old Zion Road PUD subdivision proposed. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING  
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO  
ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29,  
LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD  
AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT  
DEVELOPMENT-RESIDENTIAL)**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the properties herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said properties being annexed by Resolution No. 23-29, are located in the Eighth and Ninth Civil Districts of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;



- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1<sup>st</sup> consideration: \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_



21-0244

**WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011 PROPERTY DESCRIPTION**

**MAP 112, PARCEL 2.03**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011, OF RECORD IN DEED BOOK R2165, PAGE 239, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY WELTON INVESTMENTS LLC OF RECORD IN DEED BOOK R2077, PAGE 1007, AND BY THE CENTERLINE OF THE L AND N RAILROAD, ON THE EAST BY WESTFIELD ESTATES SECTION 3 OF RECORD IN PLAT BOOK 7, PAGE 224, R.O.M.C.T., BY KCS PROPERTY LLC OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T. AND BY CHARLES RAINES OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T., ON THE SOUTH BY JOHN R. NEAL OF RECORD IN DEED BOOK R2018, PAGE 400, R.O.M.C.T., AND BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R2068, PAGE 364, R.O.M.C.T., ON THE WEST BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE SOUTHWEST CORNER OF THE CHARLES RAINES PROPERTY, AND IN THE NORTH LINE OF THE JOHN NEIL PROPERTY AND BEING THE SOUTH EAST CORNER OF THE HERIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTH LINE OF JOHN R. NEAL THE FOLLOWING THREE CALLS (1 THROUGH 3)

1. NORTH 83 DEGREES 09 MINUTES 43 SECONDS WEST, 67.78 FEET TO A POINT;
2. SOUTH 28 DEGREES 38 MINUTES 38 SECONDS WEST, 4.82 FEET TO A 1 1/2" IRON PIPE (OLD)
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 56.59 FEET TO A POINT IN THE EAST LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE WITH THE EASTERLY AND NORTHERLY LINE OF THE SAID CITY OF COLUMBIA, THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 128.18 FEET, A DELTA ANGLE OF 47 DEGREES 23 MINUTES 00 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 15 MINUTES 47 SECONDS WEST, 124.56 TO A POINT;
2. NORTH 83 DEGREES 55 MINUTES 40 SECONDS WEST, 1055.49 FEET TO A POINT IN THE EASTERLY LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH SAID EASTERLY LINE THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 07 DEGREES 23 MINUTES 40 SECONDS EAST, 1467.74 FEET TO A POINT;
2. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 1023.72 FEET TO A POINT;
3. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST, 34.22 FEET TO A POINT IN THE CENTERLINE OF SAID L AND N RAILROAD;

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

4.

THENCE, WITH THE WESTERLY AND SOUTHERLY LINE OF THE SAID WELTON INVESTMENTS LLC THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 05 DEGREES 04 MINUTES 17 SECONDS WEST 45.79 FEET TO A POINT;
2. SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST 315.07 FEET TO POINT;
3. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 760.0 FEET TO A POINT;
4. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 181.89 FFET TO A POINT AT A NORTHWEST CORNER OF LOT 60 AS SHOWN ON SAID PLAN OF WESTFILED ESTATES SECTION 3;

THENCE, WITH WESTERLY LINE OF SAID WESTFIELD ESTATES SECTION 3, KCS PROPERTY LLC AND CHARLES RAINES THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 1025.00 FEET TO A POINT;
2. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 104.00 FEET TO A POINT;
3. SOUTH 10 DEGREES 39 MINUTES 17 SECONDS WEST, 666.42 FEET TO A POINT;
4. SOUTH 08 DEGREES 56 MINUTES 17 SECONDS WEST, 921.22 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 3,808,886 SQUARE FEET OR 87.44 ACRES, MORE OR LESS.

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

21-0244

**OLD ZION, LLC PROPERTY DESCRIPTION**

**MAP 112, PARCELS 10.01**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE SOUTH, WEST, AND NORTH BY OLD ZION LLC AND BEING BOUNDED ON THE EAST BY OLD ZION LLC AND "ASHWOOD MANNOR" PLAT BOOK 8, PAGE 90. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

**NASHVILLE**

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

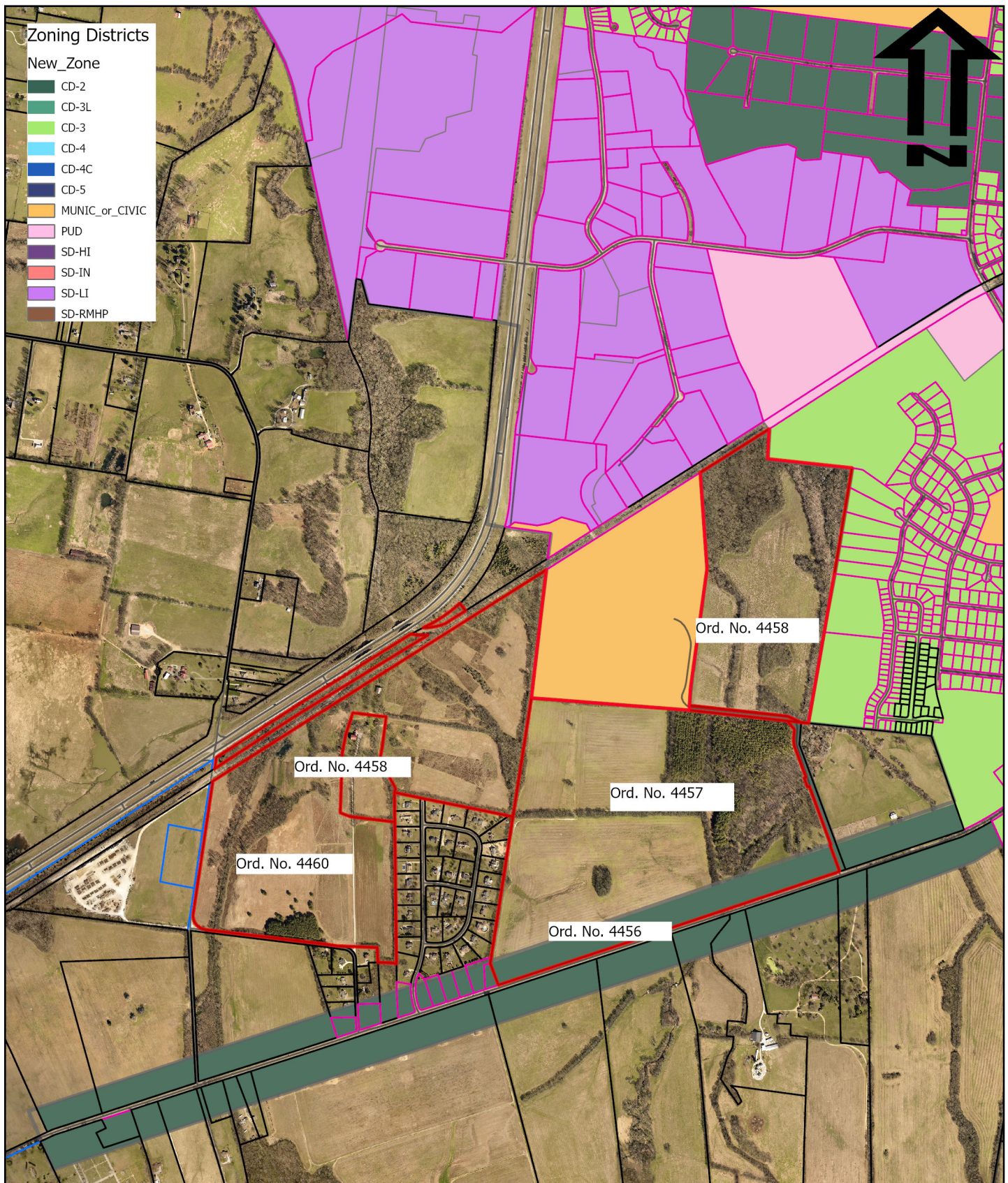
**MURFREESBORO**

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

**CHATTANOOGA**

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





# Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460  
Exhibit B



CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541



---

**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

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APPLICATION NUMBER

**22-0069**

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

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PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



# CITY OF COLUMBIA TENNESSEE

## PLANNING COMMISSION

### STAFF REPORT

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**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

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APPLICATION NUMBER

**22-0069**


---

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**


---

PUBLIC HEARING DATE

**N/A**


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PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

**SUMMARY OF REQUEST:** Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

---

**COMPATIBILITY** with the **COMPREHENSIVE PLAN**

**Suburban Neighborhood.** The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

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**PROPERTY HISTORY**

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.



**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')



- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

---

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit*

*residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in*

*effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*

*application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS**

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

#### **3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS**

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

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Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

2<sup>ND</sup> CONSIDERATION ON ORDINANCE NO. 4460 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)

**RECOMMENDATION:** Approve Ordinance No. 4460 on second consideration.

**INFORMATION:** The applicant is requesting a portion of the aforementioned property be zoned to PUD-R upon annexation as part of the proposed Old Zion Road Planned Unit Development subdivision which will consist of 765 lots on 415 acres. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING  
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO  
ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED  
OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07  
TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the property herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said portion of property being annexed by Resolution No. 23-29, is located in the Eighth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and

- C. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

ATTEST: CHARLES (CHAZ) M. MOLDER, MAYOR

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1<sup>st</sup> consideration: \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

21-0244

**OLD ZION, LLC PROPERTY DESCRIPTION**

**MAP 112, PARCELS 10.07**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD (200' RIGHT OF WAY WIDTH), ON THE EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, R.O.M.C.T. AND LOTS 7-17 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., ON THE SOUTH BY LOTS 17-21 ON SAID FINAL PLAT ENTITLED "ASHWOOD MANOR", SUSAN HUBBELL, ET VIR. OF RECORD IN DEED BOOK R2276, PAGE 1254, R.O.M.C.T., THE SAME BEING TRACT 2 AS SHOWN ON THE FINAL PLAT ENTITLED "JOSEPH W. FLEMING HEIRS PROPERTY" OF RECORD IN PLAT BOOK 7, PAGE 72, R.O.M.C.T., GABRIEL H. ALVAREZ OF RECORD IN DEED BOOK R2689, PAGE 972, R.O.M.C.T., DWIGHT YORK, ETUX. OF RECORD IN DEED BOOK 1349, PAGE 527, R.O.M.C.T., AND OLD ZION ROAD (50' RIGHT OF WAY WIDTH), ON THE WEST BY THE REMANING PORTION OF THE OLD ZION LLC PROPERTY OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD AND THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID OLD ZION LLC PROPERTY, AND PROCEEDING AS FOLLOWS:

THENCE, LEAVING THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 57 DEGREES 34 MINUTES 40 SECONDS EAST, 242.42 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 455.02 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2)

1. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 599.32 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 2853.61 FEET TO AN IRON ROD (NEW) IN THE WEST LINE OF SAID CITY OF COLUMBIA PROPERTY;

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

THENCE, SOUTH 06 DEGREES 39 MINUTES 56 SECONDS WEST, 1288.38 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHWEST CORNER OF SAID DOBUAL SPRING CREEK PARTNERS PROPERTY;

THENCE, WITH THE WEST LINE OF DOBUAL SPRING CREEK PARTNERS, SOUTH 08 DEGREES 14 MINUTES 58 SECONDS WEST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHEAST CORNER OF LOT 21 AS SHOWN ON SAID PLAT ENTITLED "ASHWOOD MANOR";

THENCE, WITH THE NORTHERLY LINES OF LOTS 21, 20, 19, 18, AND 17, NORTH 78 DEGREES 36 MINUTES 44 SECONDS WEST, 1257.79 FEET TO A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17;

THENCE, WITH THE WESTERLY LINES OF LOTS 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, AND 7, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 1894.47 FEET TO A 5/8" IRON ROD (OLD) AT THE NORTHEAST CORNER OF SAID HUBBELL PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID HUBBELL PROPERTY, NORTH 81 DEGREES 57 MINUTES 58 SECONDS WEST, 193.01 FEET TO A 1/2" IRON ROD (OLD) WITH A PLASTIC CAP STAMPED "RLS#1251" IN THE EAST LINE OF SAID ALVAREZ PROPERTY;

THENCE, WITH THE EASTERLY LINES OF SAID ALVAREZ AND YORK PROPERTIES THE FOLLOWING TWO CALLS (1 AND 2):

1. NORTH 04 DEGREES 38 MINUTES 50 SECONDS WEST, 77.05 FEET TO A 1/2" IRON ROD (OLD);
2. NORTH 03 DEGREES 35 MINUTES 44 SECONDS WEST, 154.03 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHEAST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID YORK PROPERTY, NORTH 87 DEGREES 04 MINUTES 57 SECONDS WEST, 247.57 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHWEST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF OLD ZION ROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 83 DEGREES 06 MINUTES 35 SECONDS WEST, 1368.79 FEET TO AN IRON ROD (NEW);
2. NORTH 82 DEGREES 07 MINUTES 36 SECONDS WEST 133.21 FEET TO A POINT IN THE CENTERLINE OF A DITCH;

THENCE, WITH A NEW LINE SEVERING OLD ZION LLC AND FOLLOWING THE CENTER OF LINE DITCH, THE FOLLOWING SIX CALLS (1 THROUGH 6)

1. NORTH 11 DEGREES 01 MINUTES 17 SECONDS EAST, 402.60 FEET TO A POINT;
2. NORTH 12 DEGREES 25 MINUTES 19 SECONDS EAST, 358.15 FEET TO A POINT;
3. NORTH 12 DEGREES 36 MINUTES 29 SECONDS EAST, 233.63 FEET TO A POINT;
4. NORTH 19 DEGREES 11 MINUTES 29 SECONDS EAST, 729.34 FEET TO A POINT;
5. NORTH 33 DEGREES 27 MINUTES 33 SECONDS EAST, 136.26 FEET TO A POINT;

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Nashville, TN 37206  
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**MURFREESBORO**

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

**CHATTANOOGA**

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

6. NORTH 28 DEGREES 38 MINUTES 06 SECONDS EAST, 126.42 FEET TO THE POINT OF **BEGINNING** AND HAVING AN AREA OF 6,712,656 SQUARE FEET OR 156.10 ACRES, MORE OR LESS.

**INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED FROM THE ABOVE DESCRIBED TRACT OF LAND** IS THE FOLLOWING DESCRIBED TRACT CONVEYED TO OLD ZION ROAD, LLC, BY DEED OF RECORD IN BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE. POINT OF BEGINNING AN 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

**NASHVILLE**

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

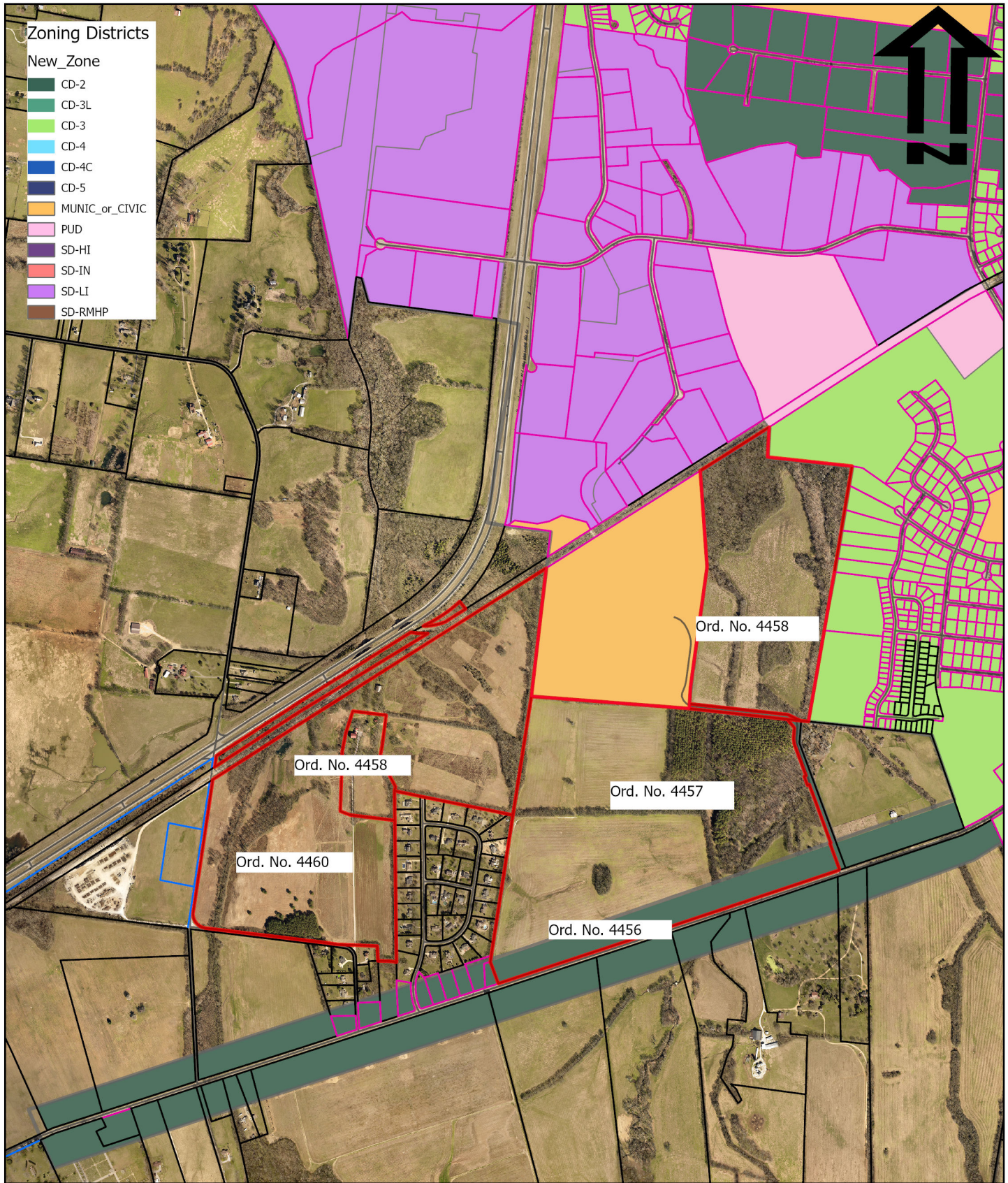
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Chattanooga, TN 37408  
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# Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460  
Exhibit B



CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541



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**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

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APPLICATION NUMBER

**22-0069**

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

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PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.



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PLANNING COMMISSION  
STAFF REPORT

- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



**STAFF REPORT CONTACT INFORMATION**

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

**APPLICATION NUMBER**

**22-0069**

**APPLICANT/PROPERTY OWNER**

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

**PUBLIC HEARING DATE**

**N/A**

**PROPERTY ADDRESS/LOCATION**

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

**SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.**

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

**COMPATIBILITY with the COMPREHENSIVE PLAN**

**Suburban Neighborhood.** The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

**PROPERTY HISTORY**

**22-0069.** Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.



**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

**RS-6 base zoning standards:**

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')



- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

---

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit*

*residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

---

#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

---

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in*

*effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*





*application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS**

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

#### **3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS**

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

---

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

2ND CONSIDERATION OF ORDINANCE NO. 4461 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD PRELIMINARY MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 - WARD 1

**RECOMMENDATION:** Approve Ordinance No. 4461 on second consideration.

**INFORMATION:** The applicant is requesting approval of the preliminary master plan for the Old Zion Road Planned Unit Development. The development will consist of 764 new residential lots that vary in three lot widths and with one existing lot on a total of 415 acres that will be developed in a multitude of phasing with 45% of the site being open space. Amenities include three (3) miles of walking trails, playgrounds, a pool, and dog park area. There was discussion on the possible connection between Ashwood Manor Subdivision and this development with no connection being proposed at this time. The Planning Commission reviewed this request at the April 12, 2023 meeting and recommended approval by a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01 AND 10.07**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by approving the Old Zion Road PUD Master Plan for properties off Trotwood Avenue, at Tax Map 112 Parcels 2.03, 9, 10.01 and 10.07.

Section 2: Said Planned Unit Development Master Plan is located in the Eighth and Ninth Civil Districts of Maury County, Tennessee, within the corporate limits of the City of Columbia. The PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following findings:

- a. The proposed PUD Master Plan is in agreement with the Comprehensive plan and any applicable local area plans;
- b. It has been determined that the legal purposes for which zoning exists have not been contravened;

- c. The proposed PUD Master Plan will have no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_





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**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=300'

Date: 3/15/23

Approved By: \_\_\_\_\_ TF \_\_\_\_\_

Revisions:

Drawing Title:

## EXISTING CONDITIONS

Drawing No.

# C0.0

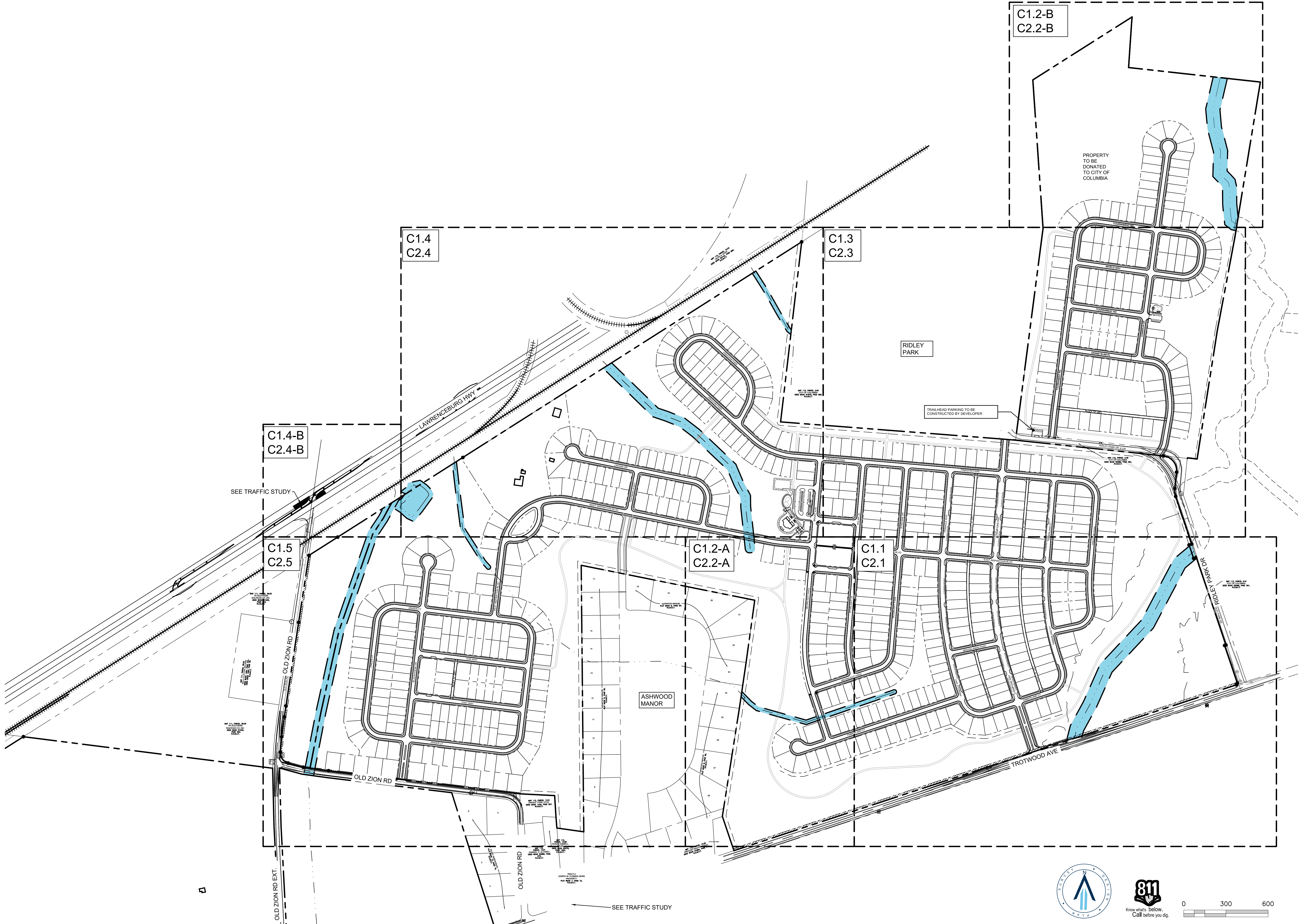
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21-0244



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OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN  
FOR  
ENCOMPASS LAND GROUP, LLC.  
COLUMBIA, TENNESSEE



**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.  
COLUMBIA, TENNESSEE

Scale: 1"=300'  
Date: 3/15/23  
Approved By: TF  
Revisions:

Drawing Title:  
**OVERALL SITE PLAN**

Drawing No.  
**C1.0**  
Project No.  
21-0244





**1000 ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

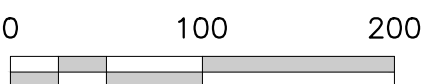
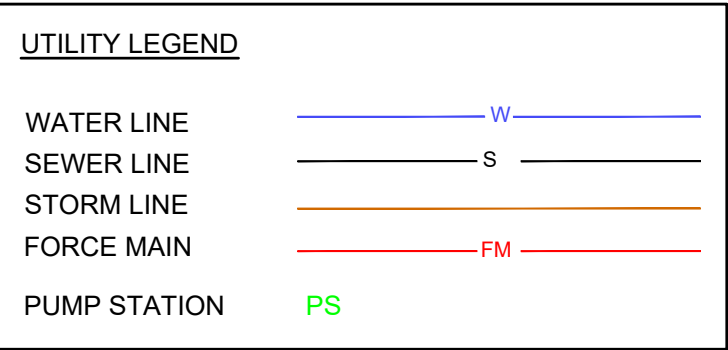
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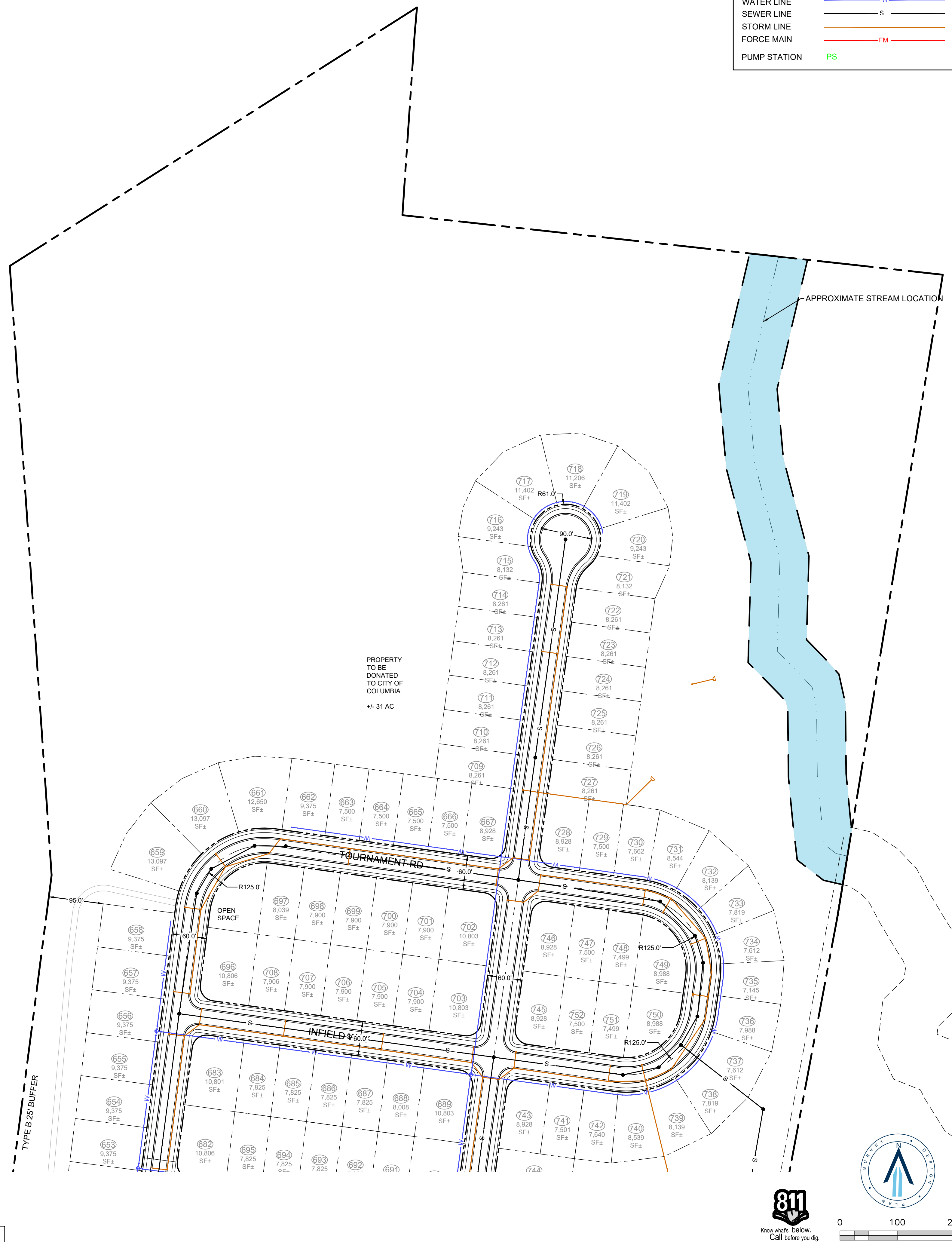
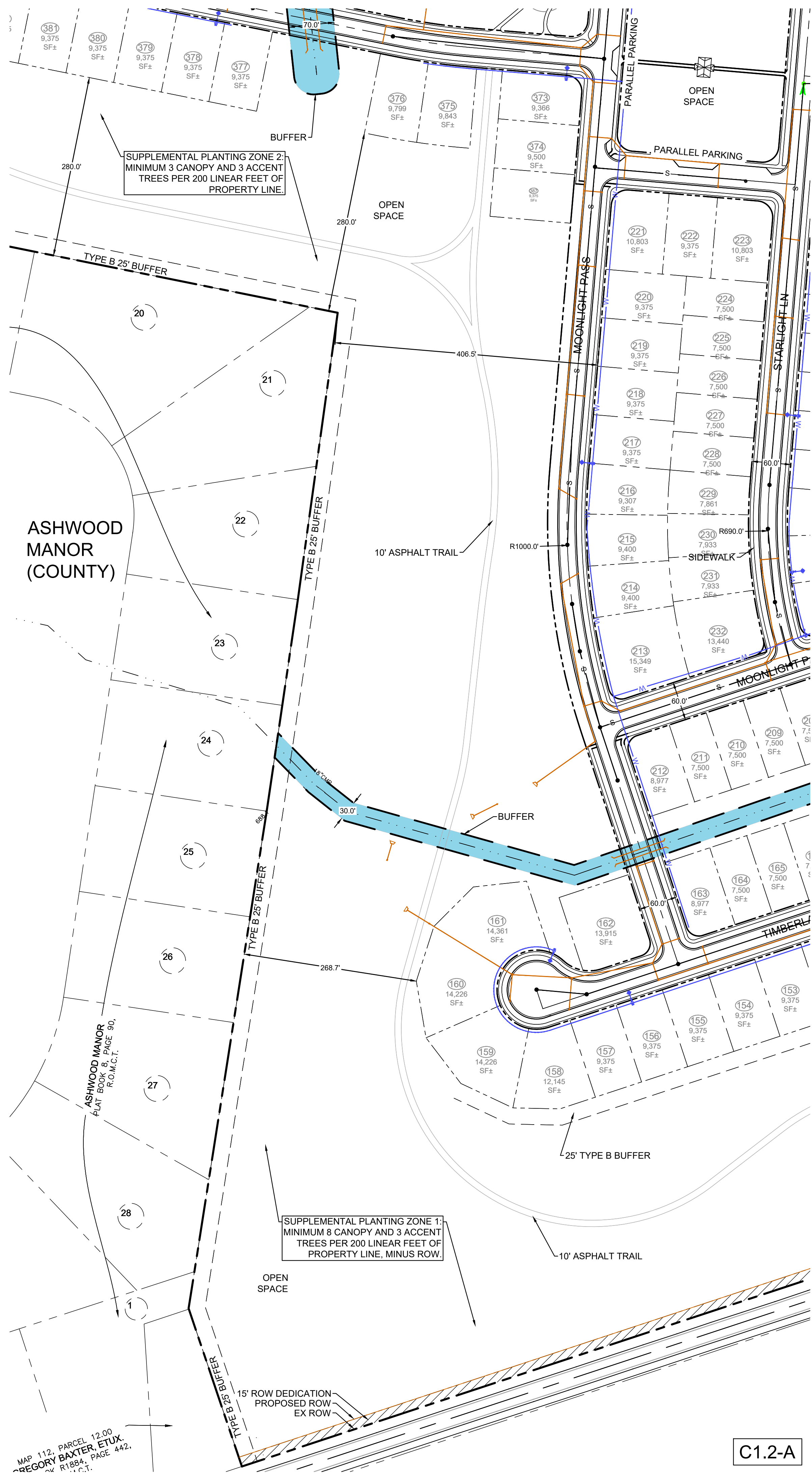
# SITE PLAN ENLARGEMENT

## C1.1

Project No.  
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PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date: 3/15/23

Approved By: TF

Revisions:

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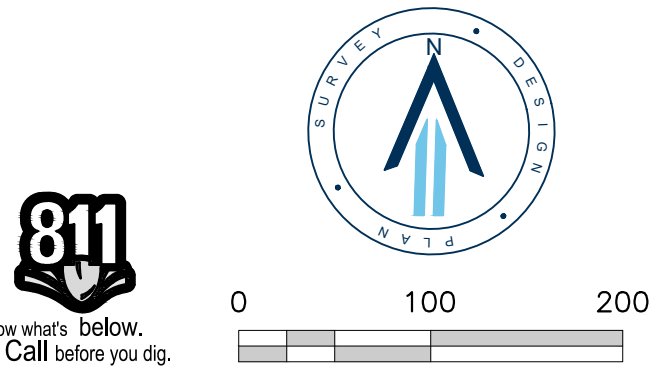
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Drawing No.

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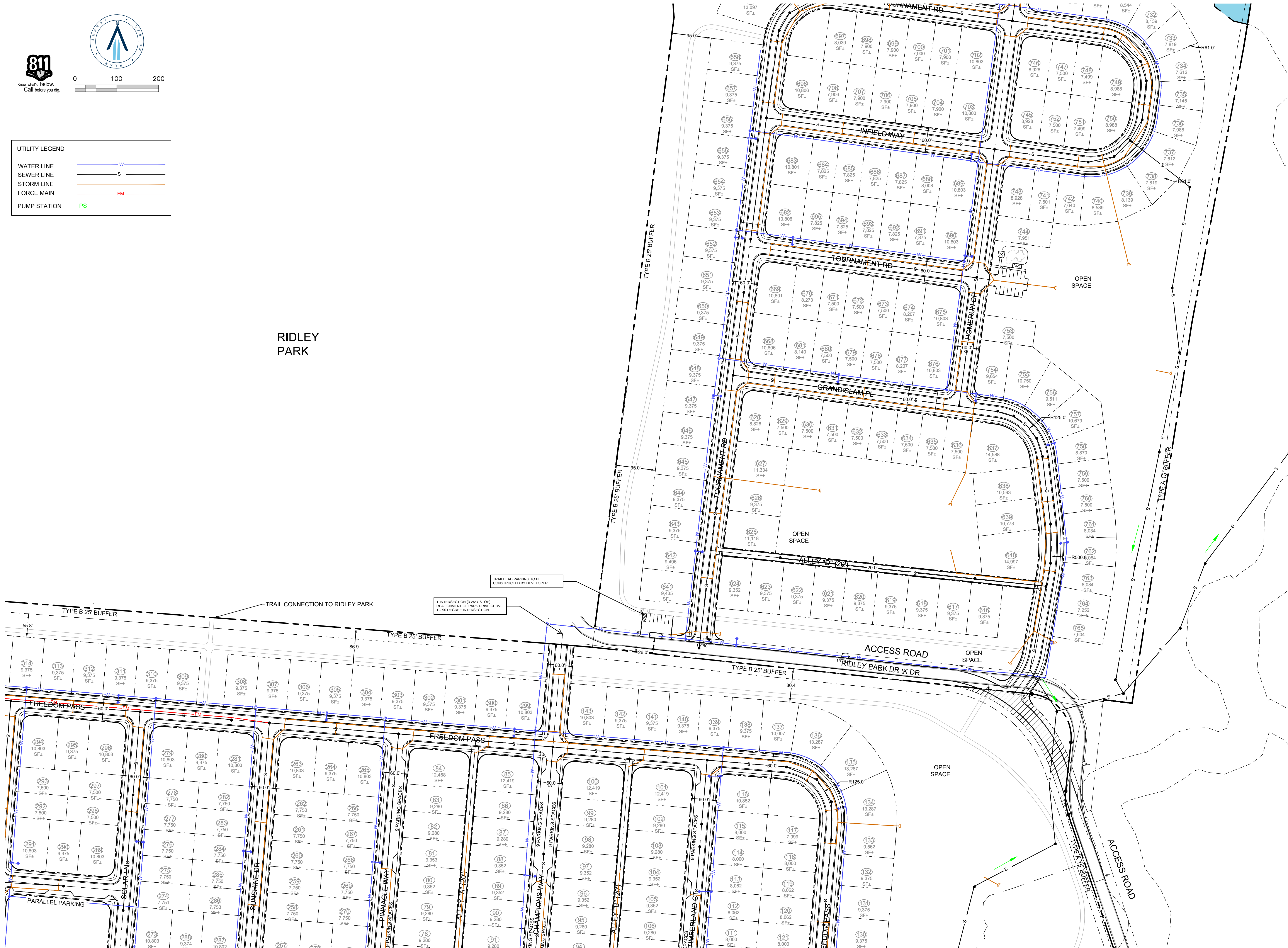
Project No.  
21-0244





| UTILITY LEGEND |        |
|----------------|--------|
| WATER LINE     | — W —  |
| SEWER LINE     | — S —  |
| STORM LINE     | — —    |
| FORCE MAIN     | — FM — |
| PUMP STATION   | PS     |

RIDLEY PARK



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PUD MASTERPLAN  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

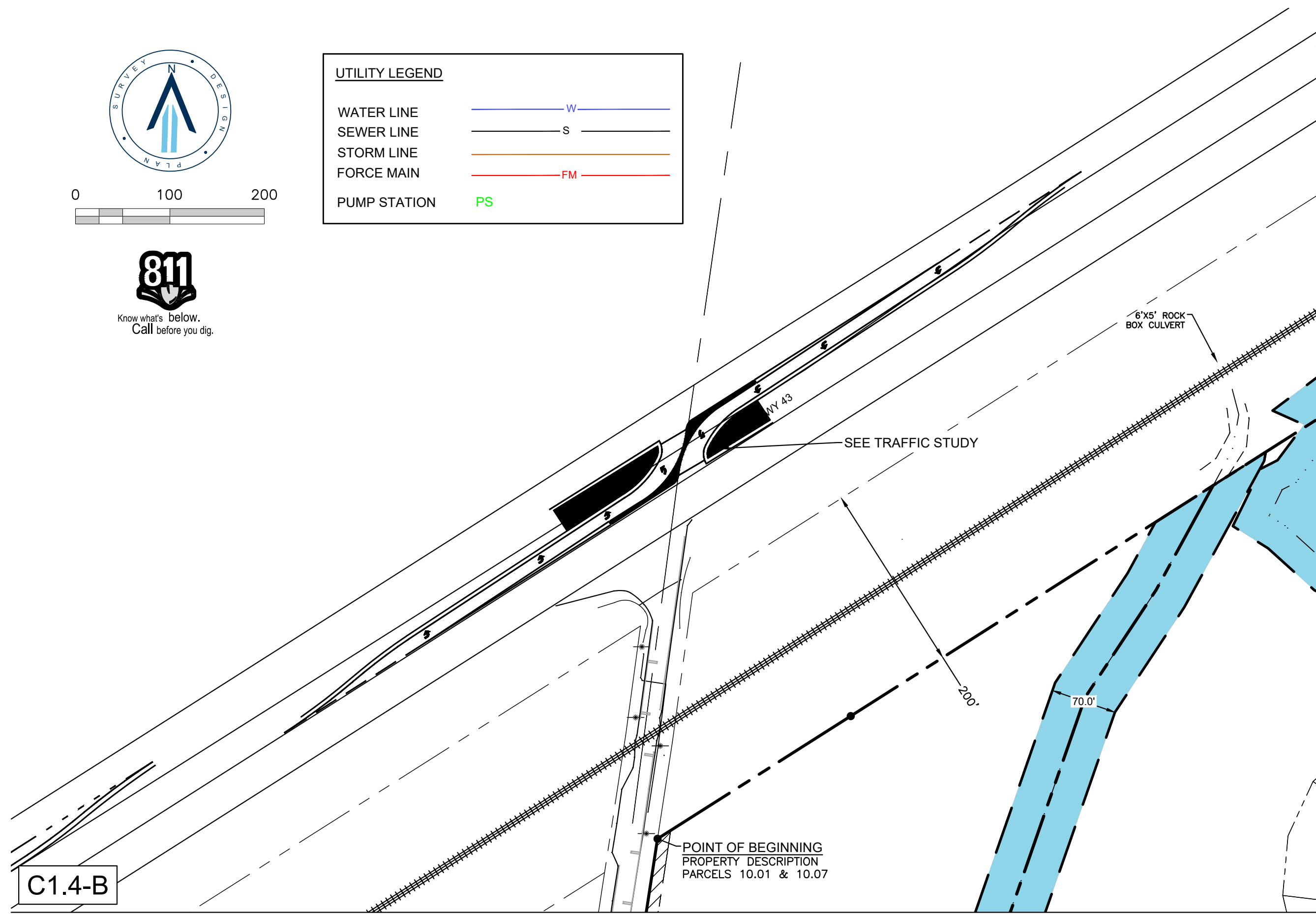
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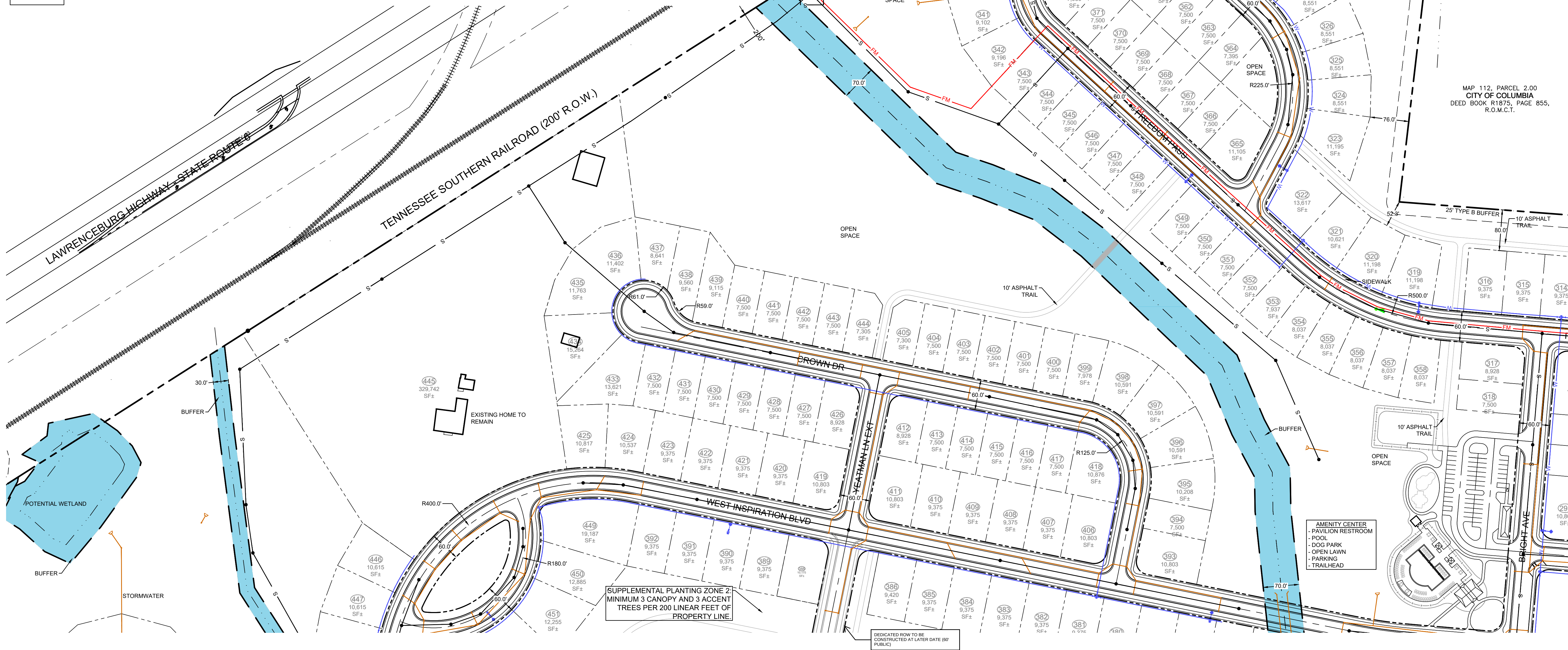
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Project No.  
21-0244





C1.4-A



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COLUMBIA, TENNESSEE

Scale: 1"=100'  
Date: 3/15/23  
Approved By: TF  
Revisions:

Drawing Title:  
SITE PLAN  
ENLARGEMENT

Drawing No.  
**C1.4**  
Project No.  
21-0244





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**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date: 3/15/23

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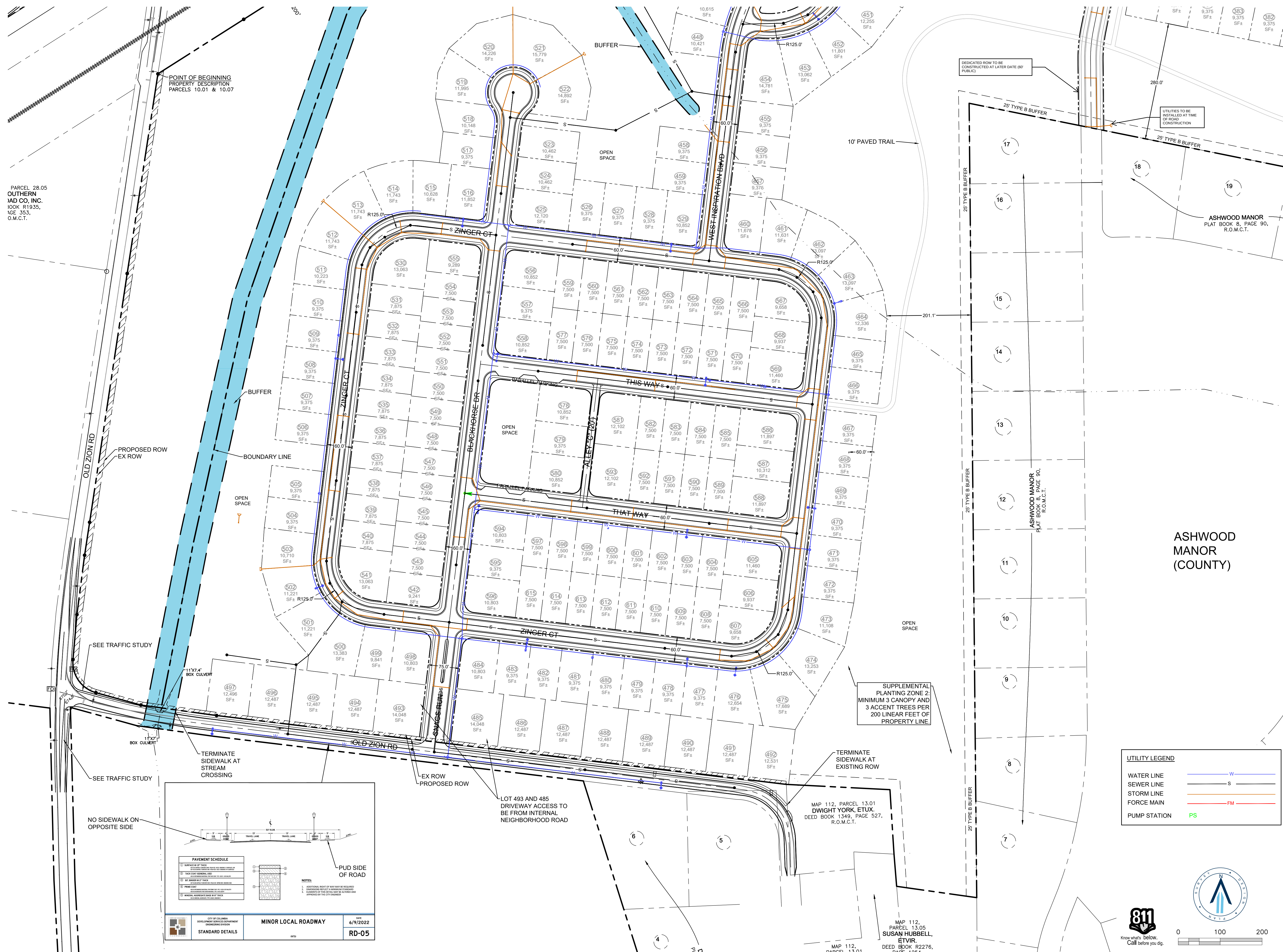
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## SITE PLAN ENLARGEMENT

Drawing No.

## C1.5

Project No.  
21-0244







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**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date: 3/15/23

Approved By: \_\_\_\_\_ TF

Revisions:

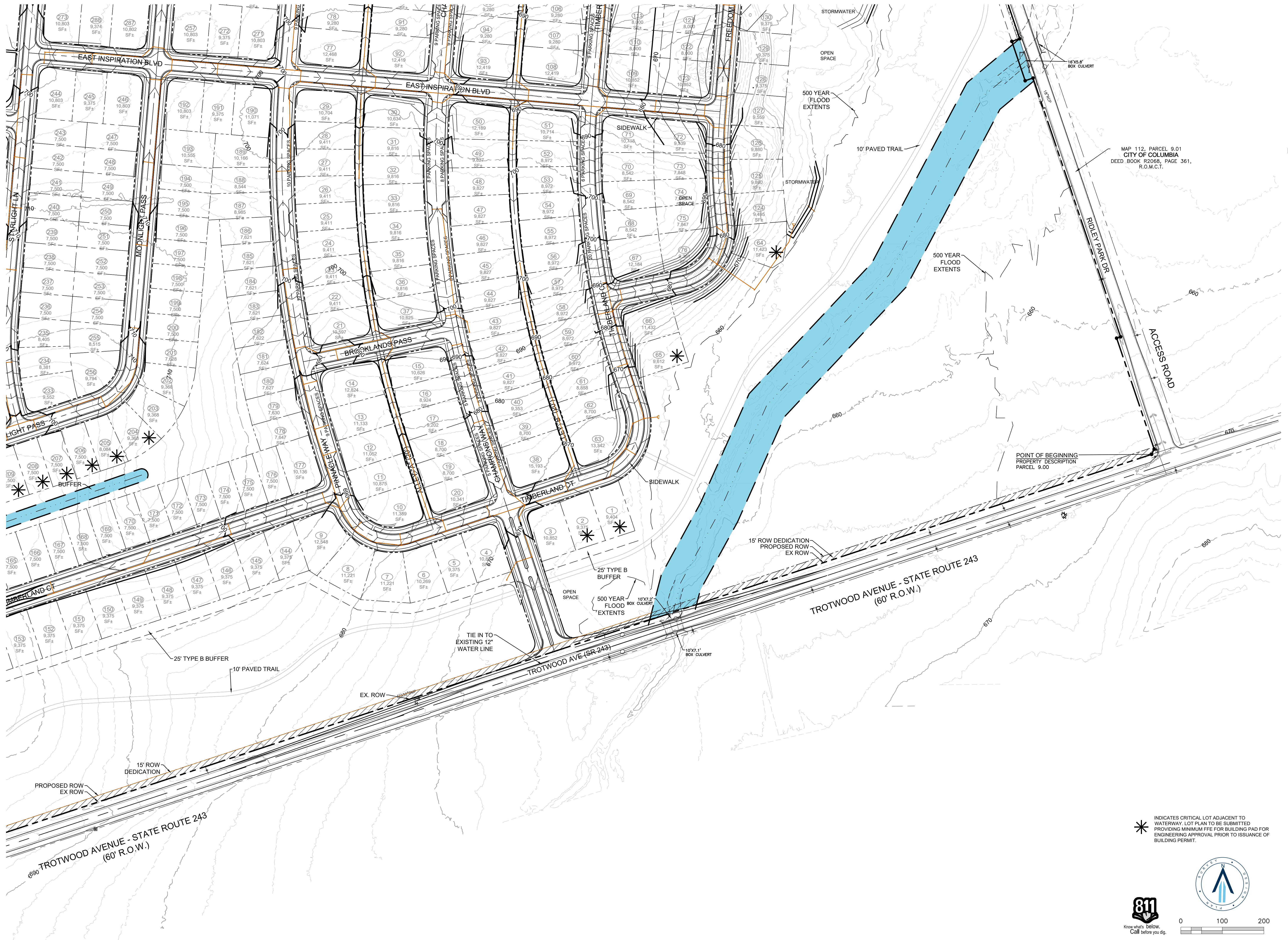
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Drawing No.

## C2.1

Project No.  
21-0244



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# OLD ZION RD. PRELIMINARY PUD MASTERPLAN FOR ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date: 3/15/23

Approved By: TF

Revisions:

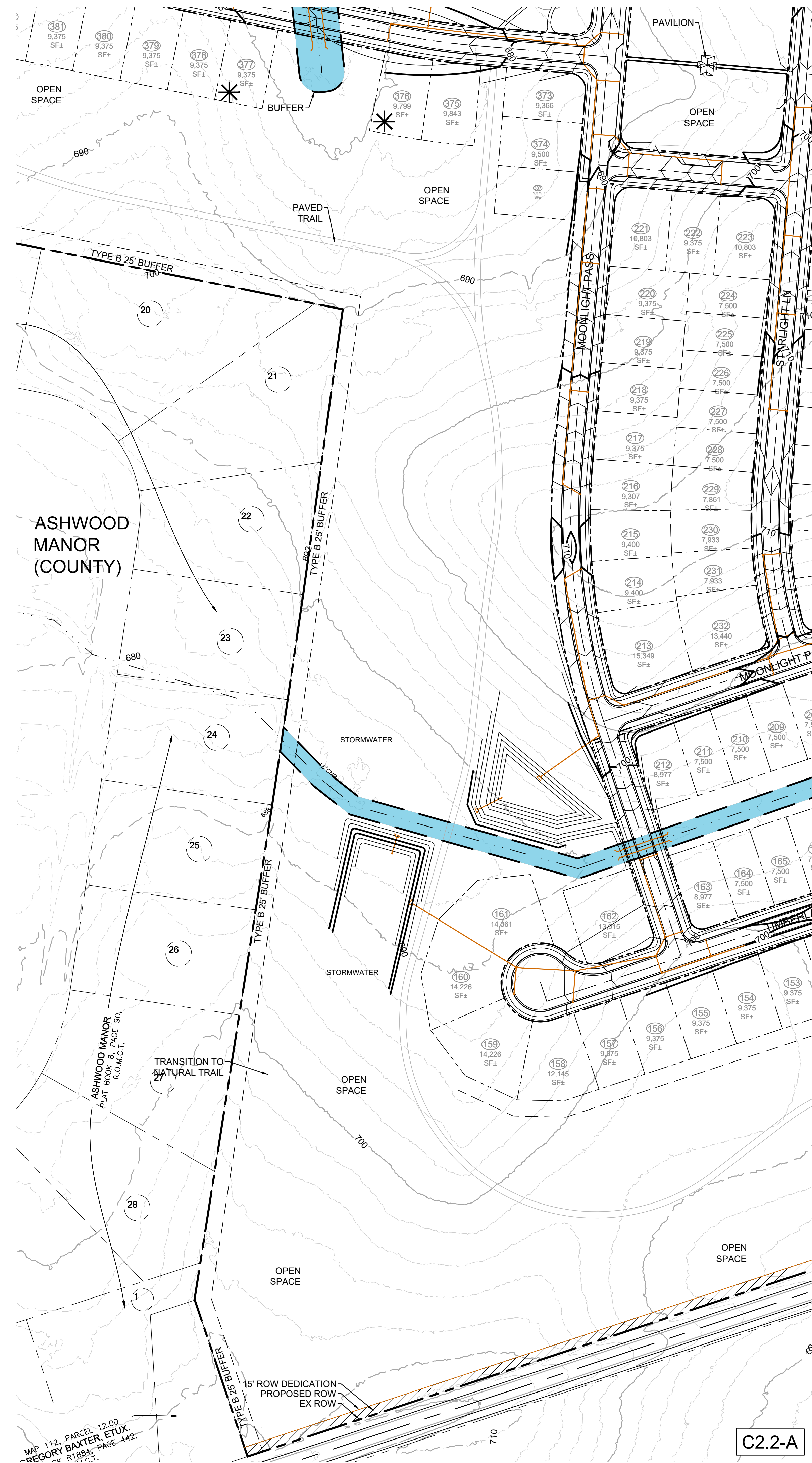
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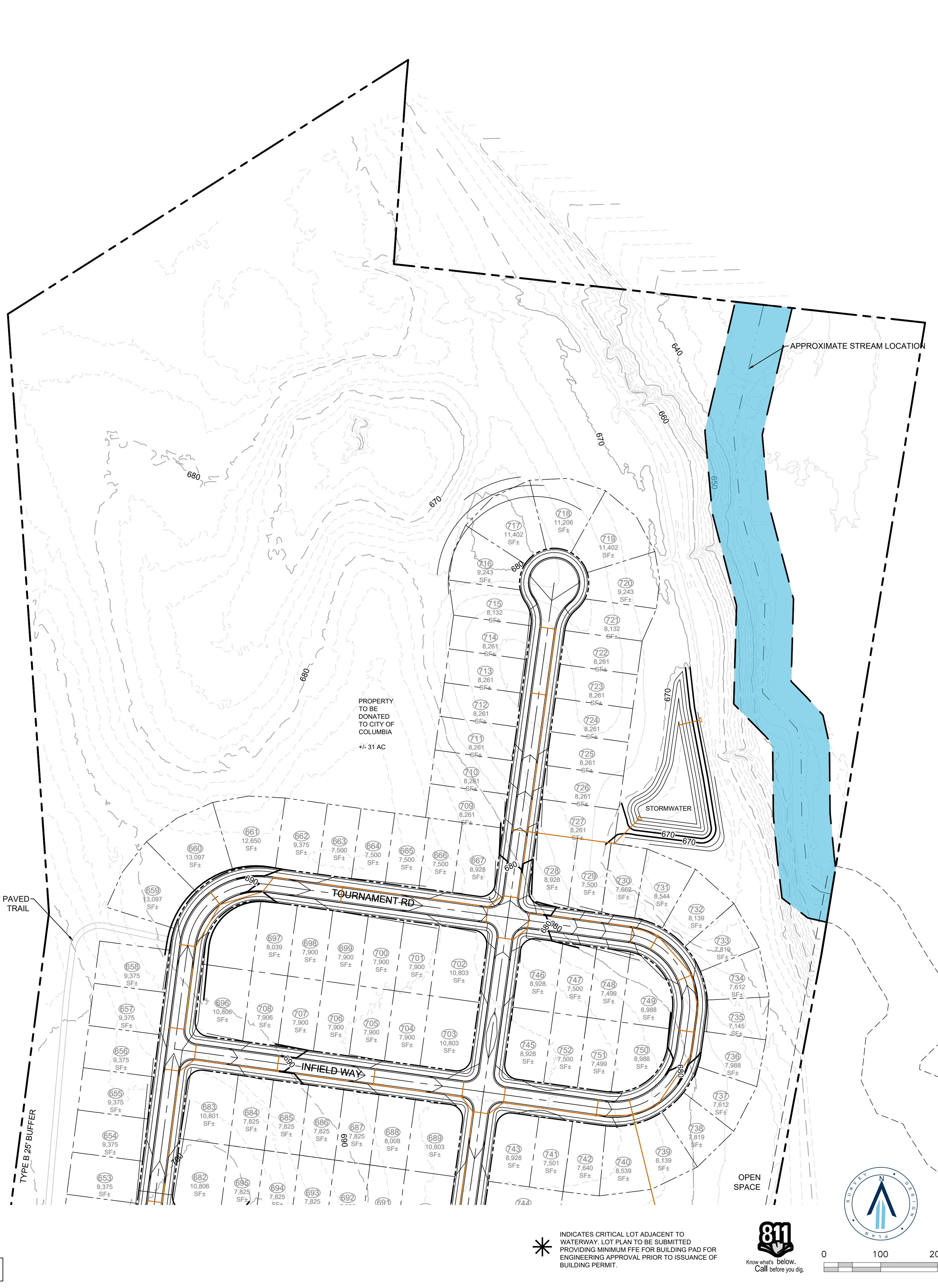
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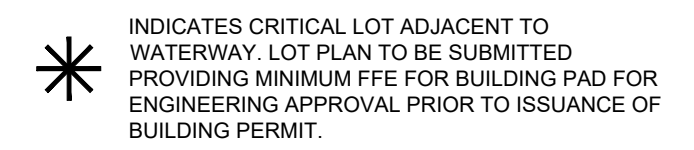
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\* INDICATES CRITICAL LOT ADJACENT TO WATERWAY. LOT PLAN TO BE SUBMITTED PROVIDING MINIMUM FFE FOR BUILDING PAD FOR ENGINEERING APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.







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**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

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Date: 3/15/23

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Approved By: TF

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Revisions:

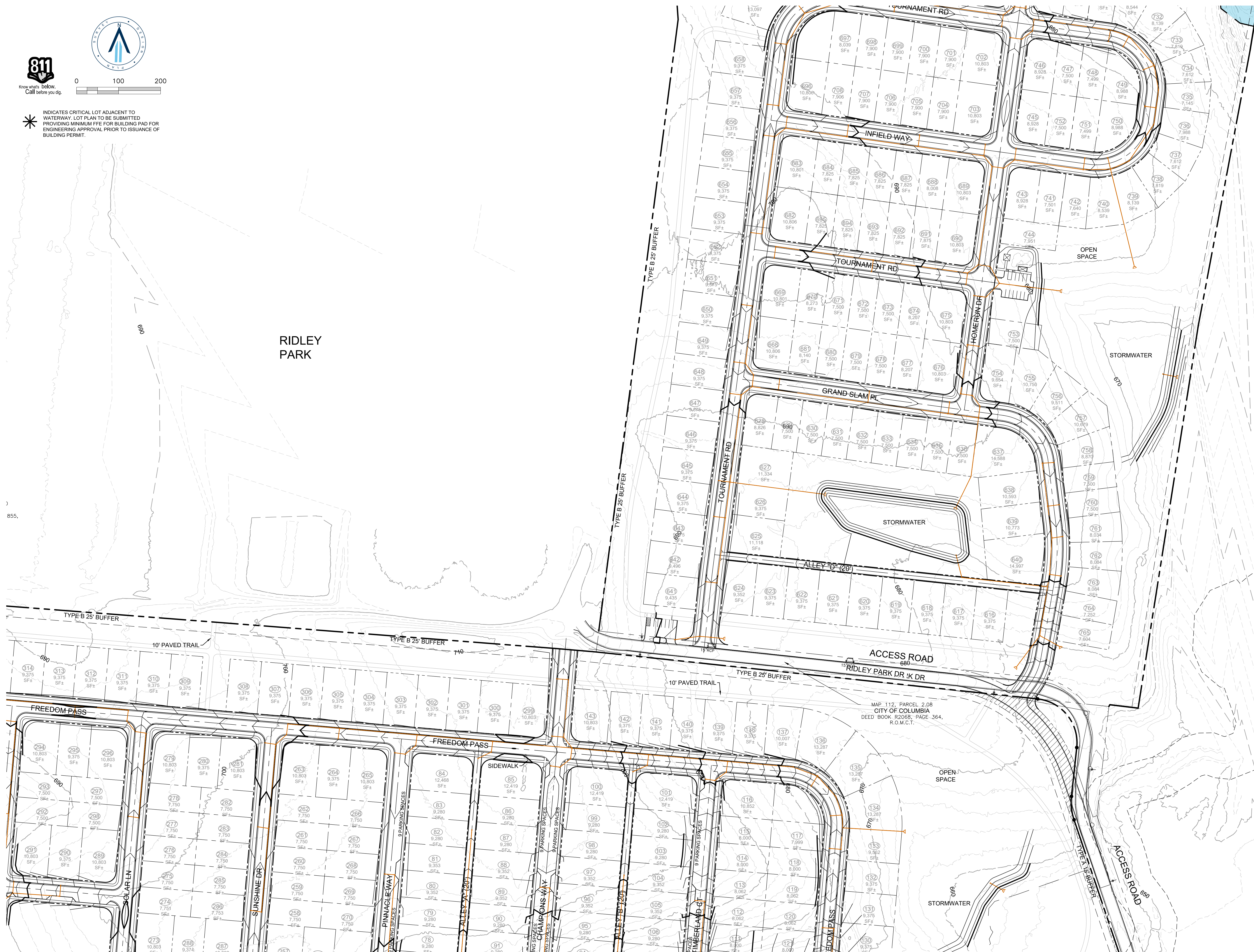
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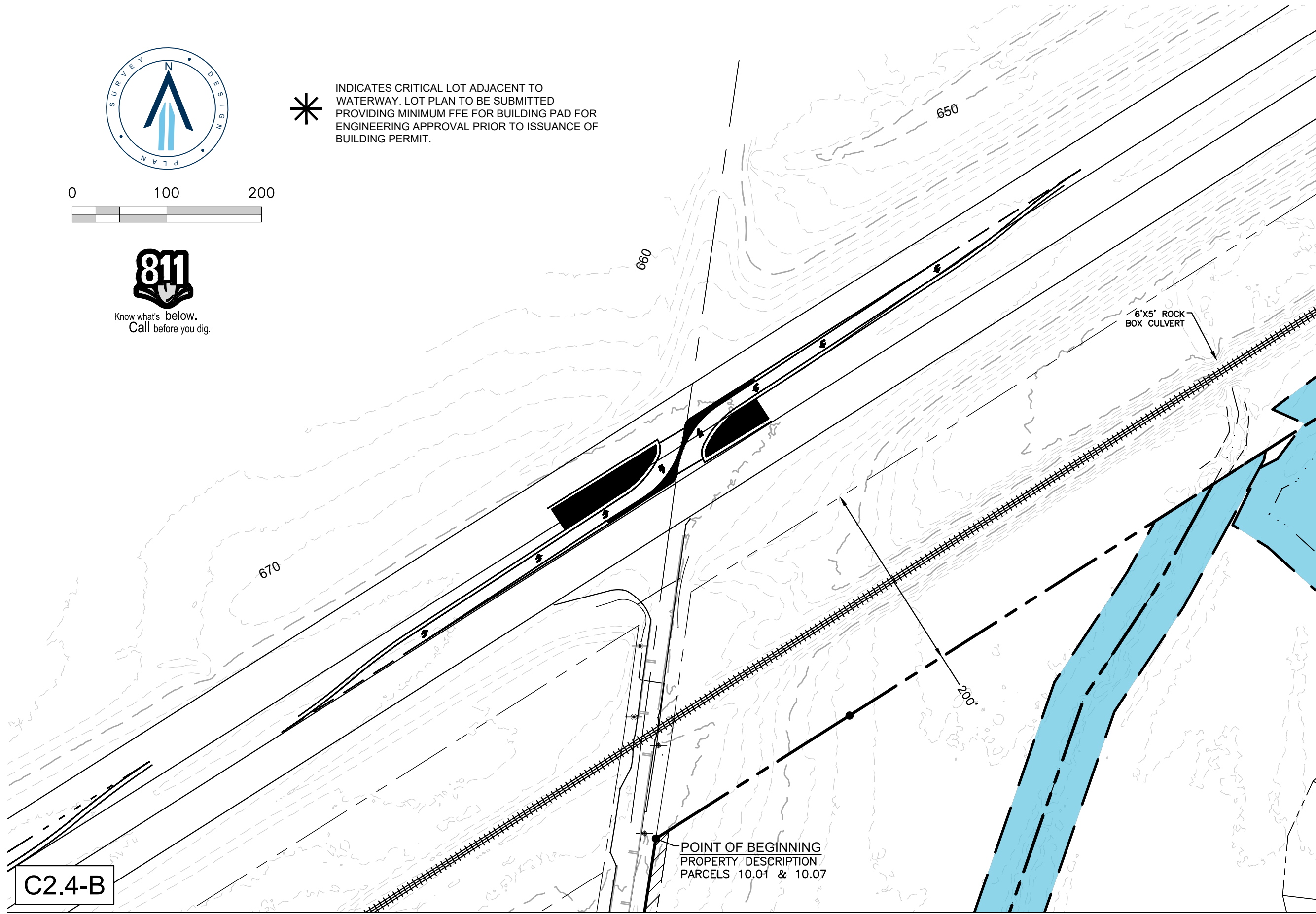
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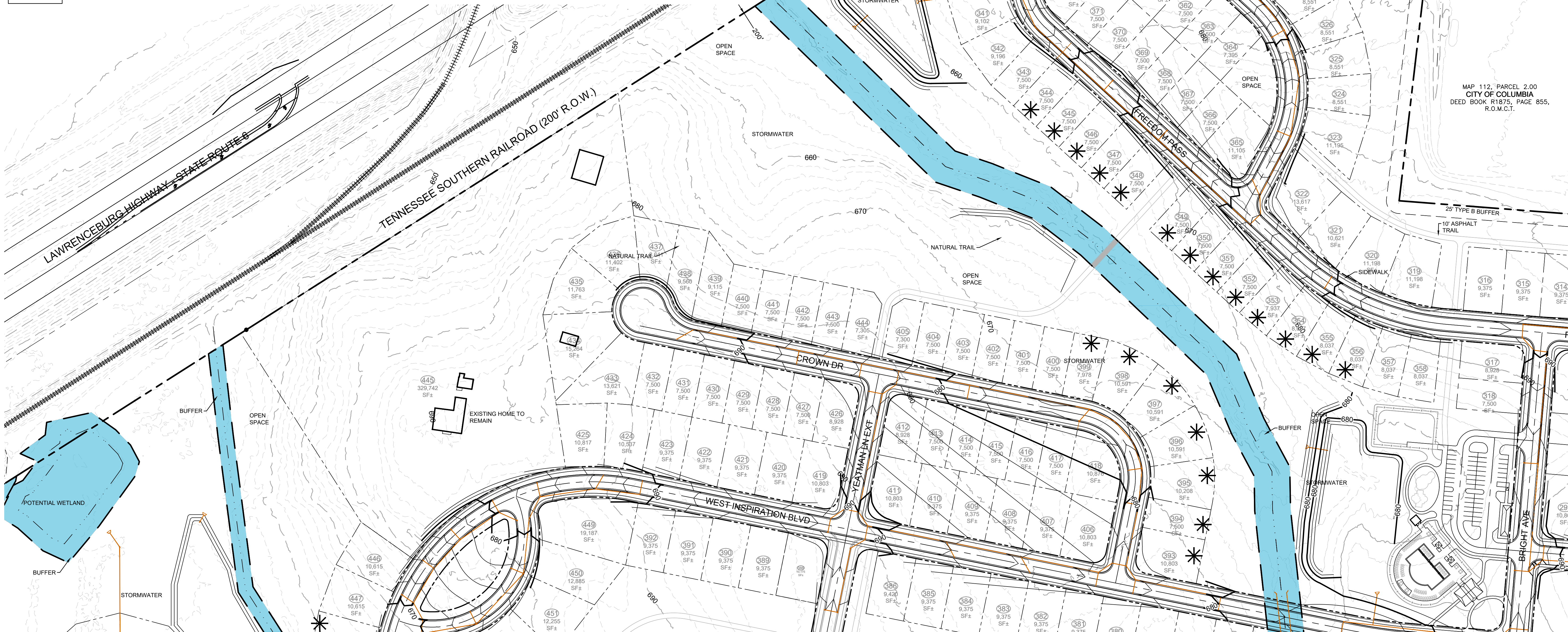


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# OLD ZION RD. PRELIMINARY PUD MASTERPLAN FOR ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date: 3/15/23

Approved By: TF

Revisions:

Drawing Title:

GRADING PLAN

Drawing No.

C2.4

Project No.

21-0244





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**OLD ZION RD. PRELIMINARY  
PUD MASTERPLAN**  
FOR  
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

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Revisions:

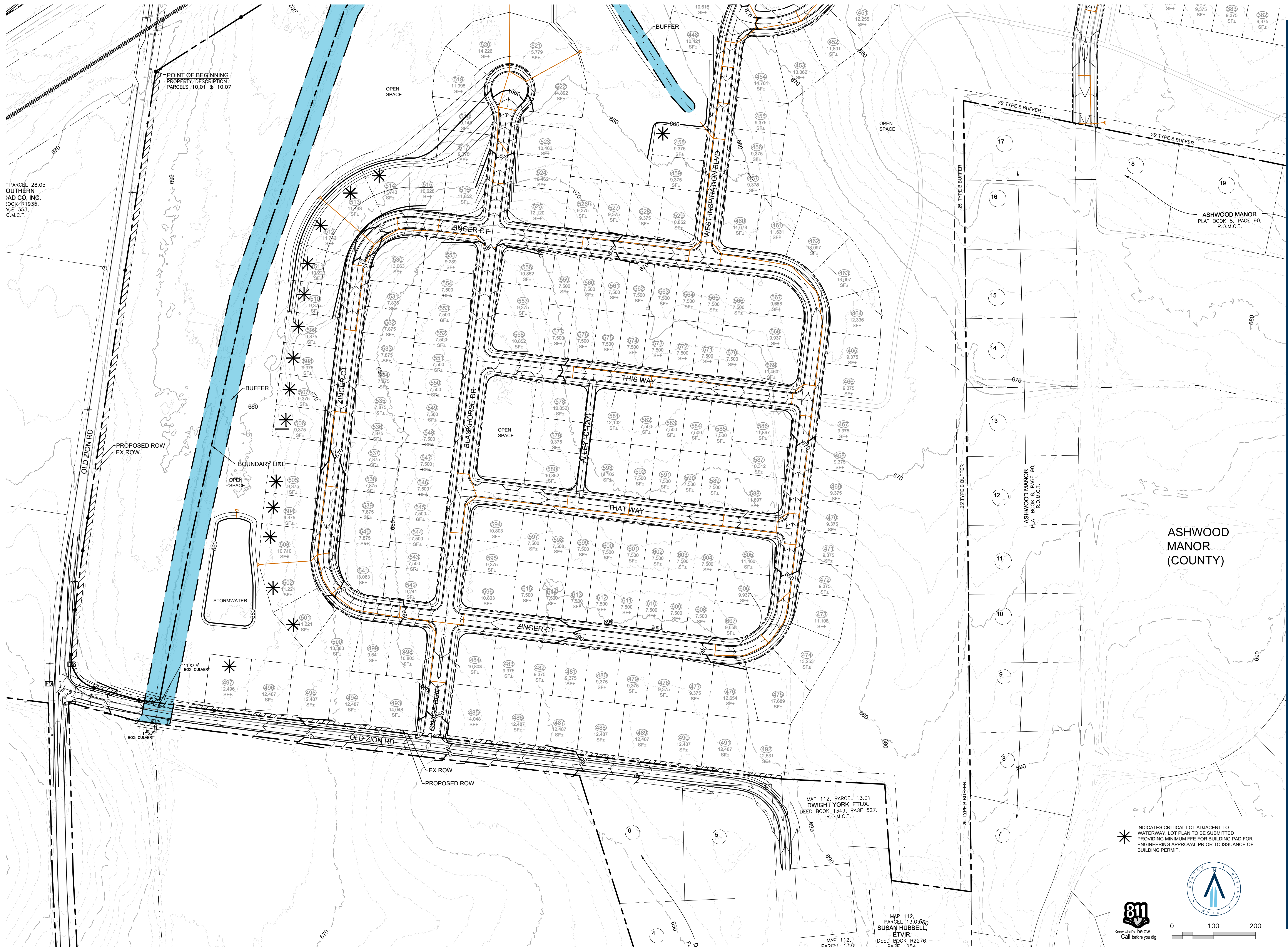
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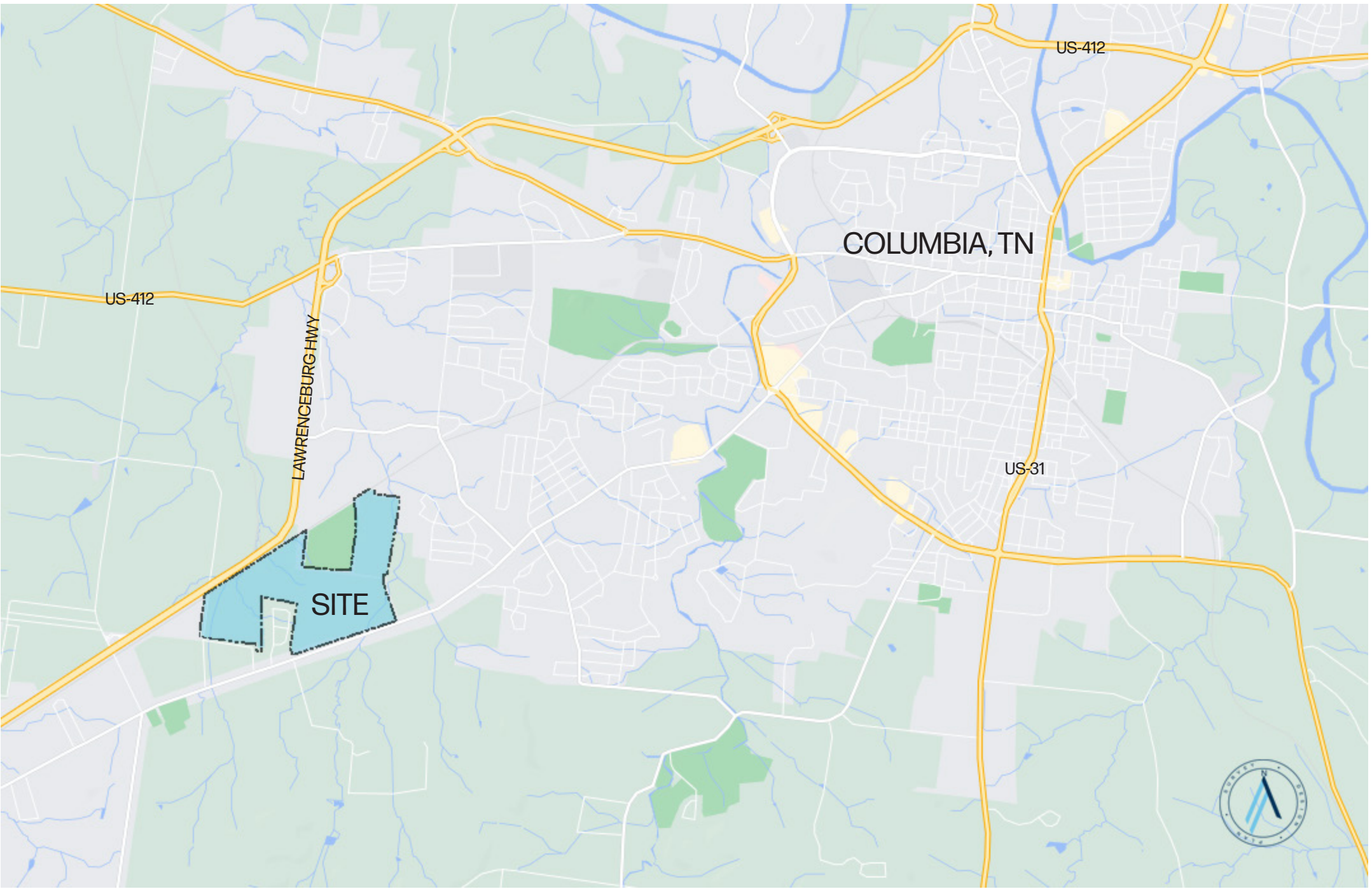
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Project No.  
21-0244







PRELIMINARY PUD PLANS  
FOR  
OLD ZION ROAD  
FOR  
ENCOMPASS LAND GROUP

DRAWING TITLE:  
COVER SHEET

DRAWING NUMBER:  
CVR

CONTACTS

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RaganSmith  
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Nashville, TN 37206  
(615) 244-8591  
jeaster@ragansmith.com

INDEX OF SHEETS

SHEET DESCRIPTION  
CVR COVER SHEET

| EXHIBITS |                                |
|----------|--------------------------------|
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| 2.0      | LOCATION MAP                   |
| 3.0      | ANNEXATION EXHIBIT             |
| 4.0      | LAND USE                       |
| 5.0      | REZONING EXHIBIT               |
| 6.0      | OVERALL MASTERPLAN             |
| 7.0      | OPEN SPACE AND PEDESTRIAN PLAN |
| 8.0      | OPEN SPACE - AMENITY PLAN A    |
| 9.0      | OPEN SPACE - AMENITY PLAN B    |
| 10.0     | BUFFER PLAN                    |
| 11.0     | LOT TYPICALS AND SETBACKS      |
| 12.0     | TYPICAL ROADWAY CROSS-SECTIONS |
| 13.0     | MASTERPLAN ENLARGEMENT         |
| 14.0     | MASTERPLAN ENLARGEMENT         |
| 15.0     | MASTERPLAN ENLARGEMENT         |
| 16.0     | MASTERPLAN ENLARGEMENT         |
| 17.0     | MASTERPLAN ENLARGEMENT         |

| ARCHITECTURAL IMAGERY & EXHIBITS |                                       |
|----------------------------------|---------------------------------------|
| A1                               | ARCHITECTURAL IMAGERY - SINGLE FAMILY |
| A2                               | ARCHITECTURAL IMAGERY - SINGLE FAMILY |
| A3                               | STREETSCAPE CHARACTER - 60' LOTS      |
| A4                               | STREETSCAPE CHARACTER - 75' LOTS      |
| E1                               | SPORTS LIGHTING PHOTOMETRIC IMPACT    |

| SITE PLANS |                       |
|------------|-----------------------|
| C0.0       | EXISTING CONDITIONS   |
| C1.0       | OVERALL SITE PLAN     |
| C1.1       | SITE PLAN ENLARGEMENT |
| C1.2       | SITE PLAN ENLARGEMENT |
| C1.3       | SITE PLAN ENLARGEMENT |
| C1.4       | SITE PLAN ENLARGEMENT |
| C1.5       | SITE PLAN ENLARGEMENT |
| C2.1       | GRADING PLAN          |
| C2.2       | GRADING PLAN          |
| C2.3       | GRADING PLAN          |
| C2.4       | GRADING PLAN          |

EXISTING HOME TO REMAIN

| SITE DATA                                 |                                        |
|-------------------------------------------|----------------------------------------|
| SITE INFORMATION                          |                                        |
| Project Name:                             | Old Zion Road PUD                      |
| Address:                                  | 6150 Trotwood Ave. Columbia, TN 38120  |
| Map:                                      | 112                                    |
| Parcels:                                  | 9.00, 10.01, 10.07, 2.03               |
| Total Acreage of Site:                    | 415.69 ac                              |
| (total) Internal Right of Way Dedication: | 55.98 ac                               |
| (total) Adjusted Site Acreage:            | 359.71 ac                              |
| (total) Area Within Lots                  | 170.23 ac                              |
| Dedicated Open Space:                     | 189.48 ac (+/- 45% of total site area) |
| Gross Density:                            | 1.84 D.U./ AC                          |
| REGULATIONS                               |                                        |
| Current Zoning:                           | A2 (Maury County)                      |
| Proposed Zoning:                          | PUD-R (RS6 base)                       |
| Unit Counts:                              |                                        |
| Single Family Lots:                       | ± 765 (one existing)                   |

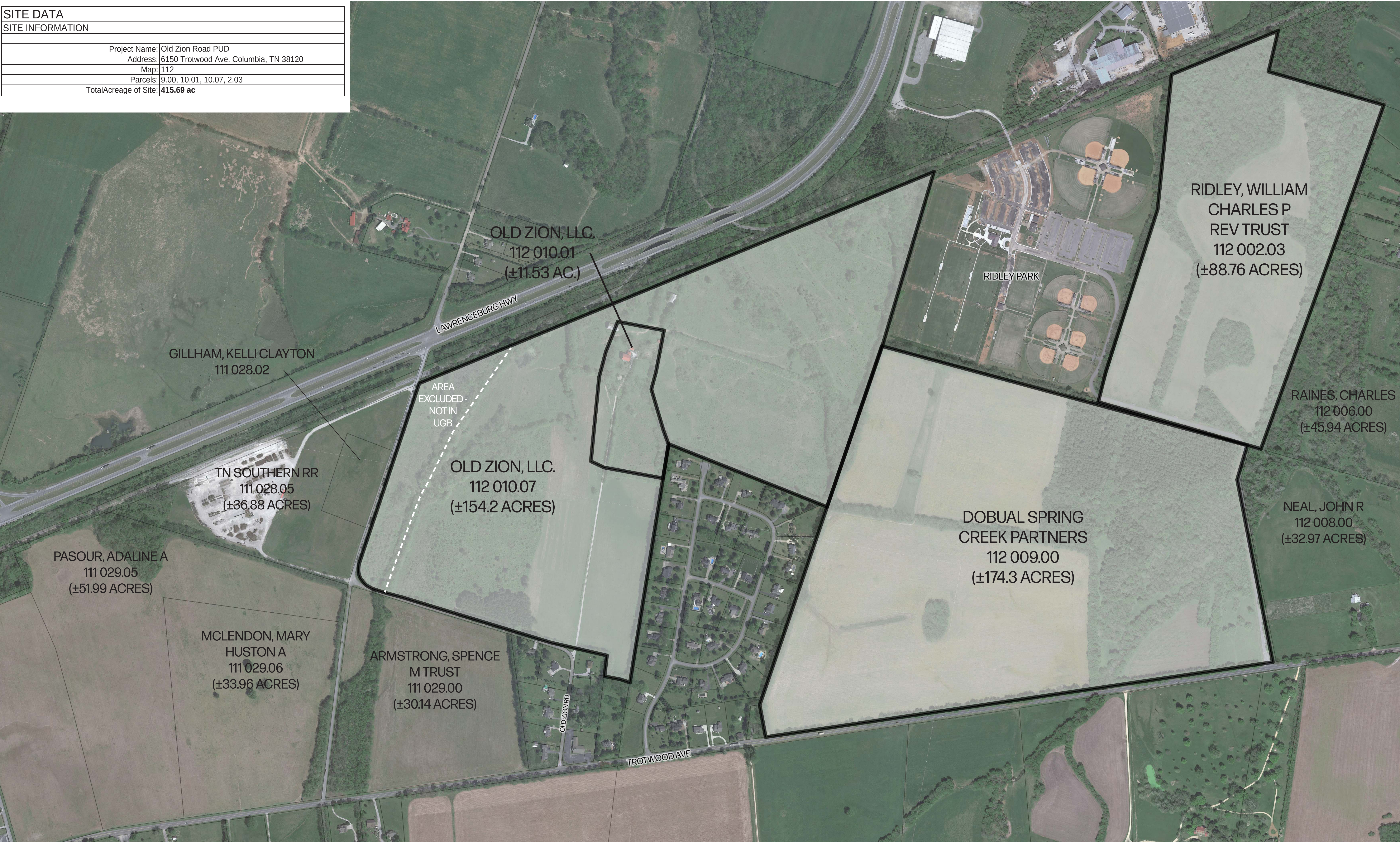
NOTE:  
ALL CONNECTIONS TO EXISTING COUNTY ROADS AND ROW ARE SUBJECT TO THE APPLICABLE PERMITS, FEES, APPROVALS, AND STANDARDS/ SPECIFICATIONS SET FORTH BY THE MAURY COUNTY HIGHWAY DEPARTMENT



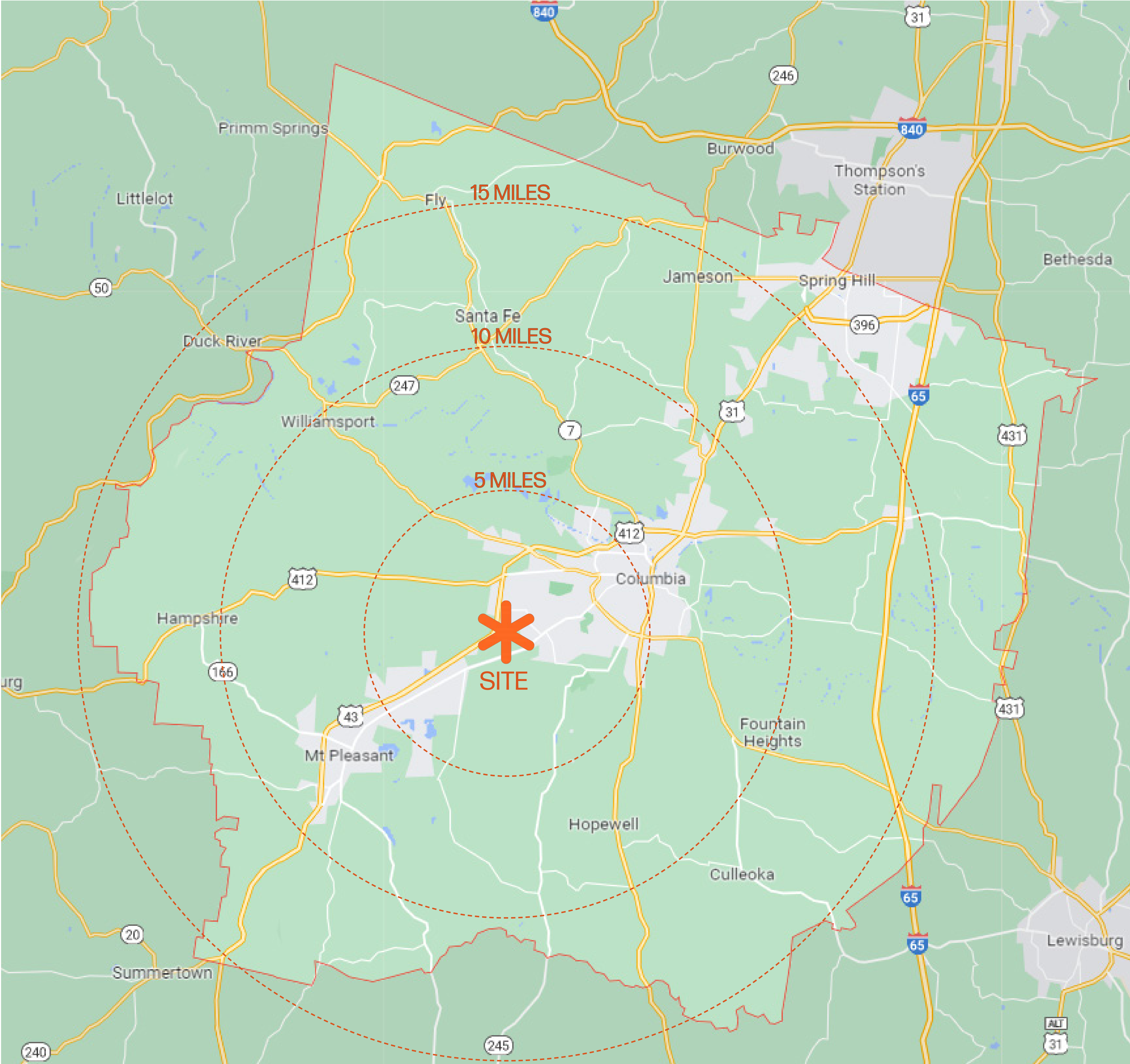
CITY OF COLUMBIA, TN | MAURY COUNTY  
21-0244 | 01/26/2022



| SITE DATA              |                                       |
|------------------------|---------------------------------------|
| SITE INFORMATION       |                                       |
| Project Name:          | Old Zion Road PUD                     |
| Address:               | 6150 Trotwood Ave. Columbia, TN 38120 |
| Map:                   | 112                                   |
| Parcels:               | 9.00, 10.01, 10.07, 2.03              |
| Total Acreage of Site: | <b>415.69 ac</b>                      |

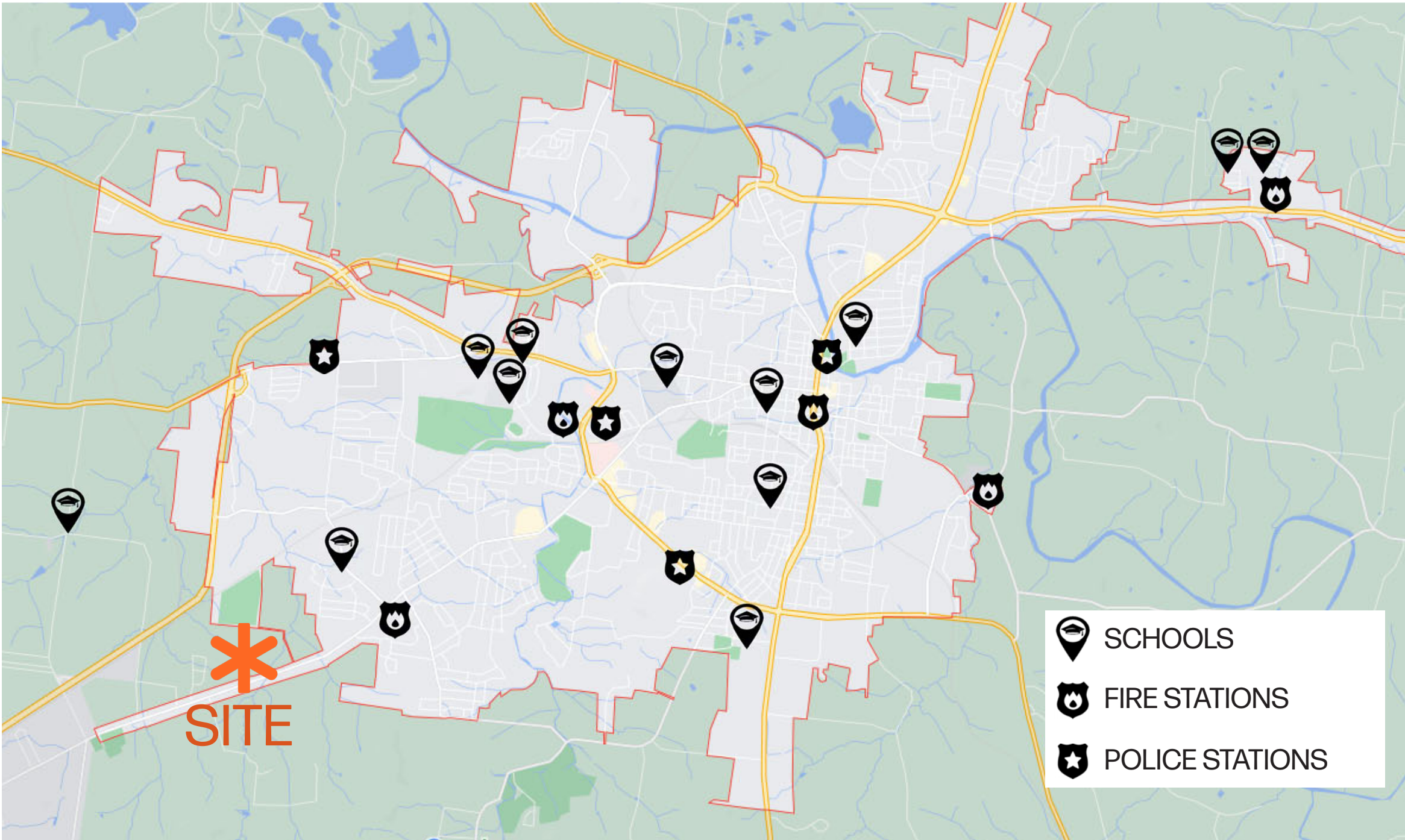




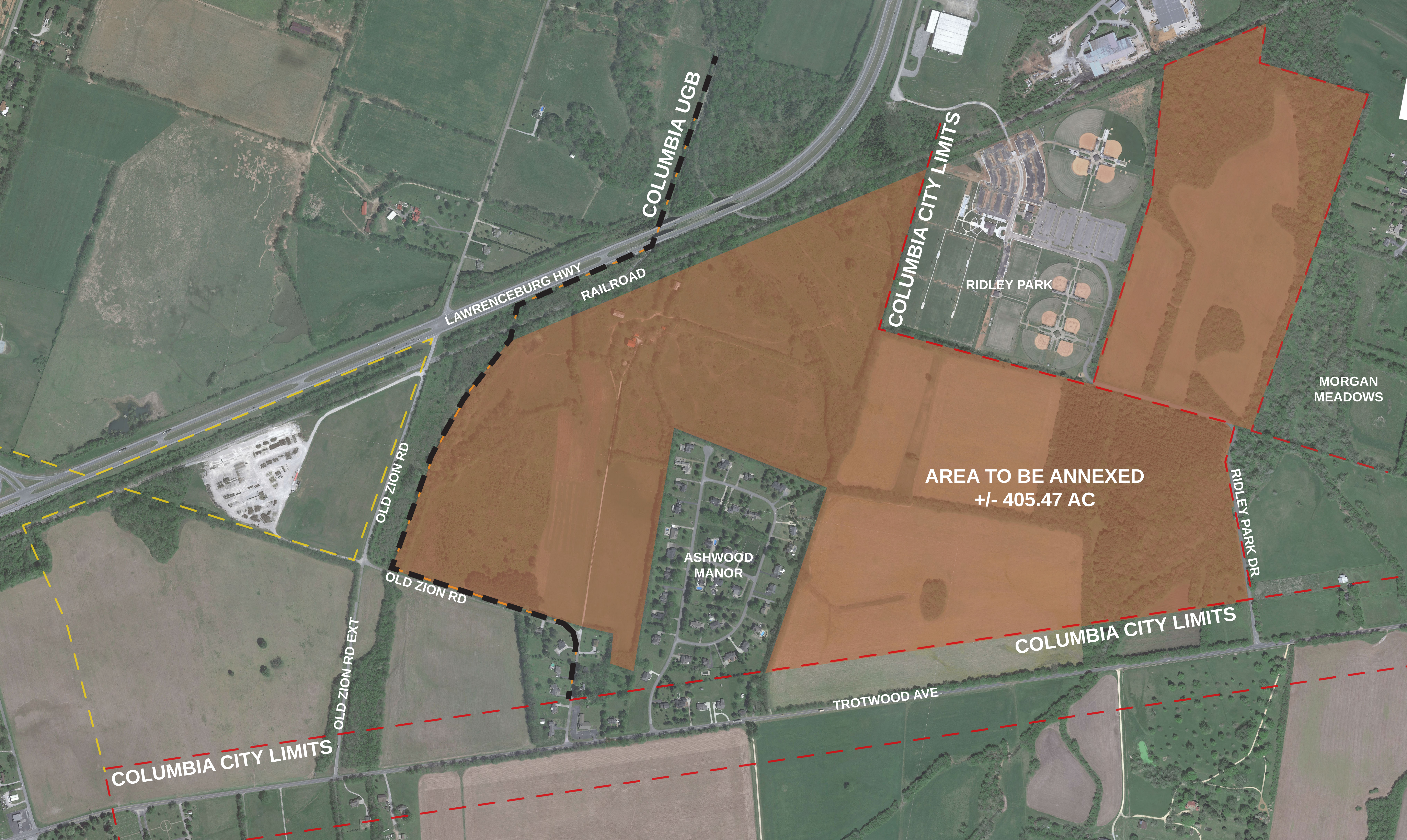


| MILEAGE TO SURROUNDING MUNICIPALITIES |      |       |
|---------------------------------------|------|-------|
| COLUMBIA ...                          | 6    | MILES |
| MOUNT PLEASANT ...                    | 7.5  | MILES |
| SPRING HILL ...                       | 21   | MILES |
| LEWISBURG ...                         | 25   | MILES |
| THOMPSON'S STATION ...                | 32.5 | MILES |
| FRANKLIN ...                          | 40   | MILES |
| BRENTWOOD ...                         | 47   | MILES |
| NASHVILLE ...                         | 56   | MILES |

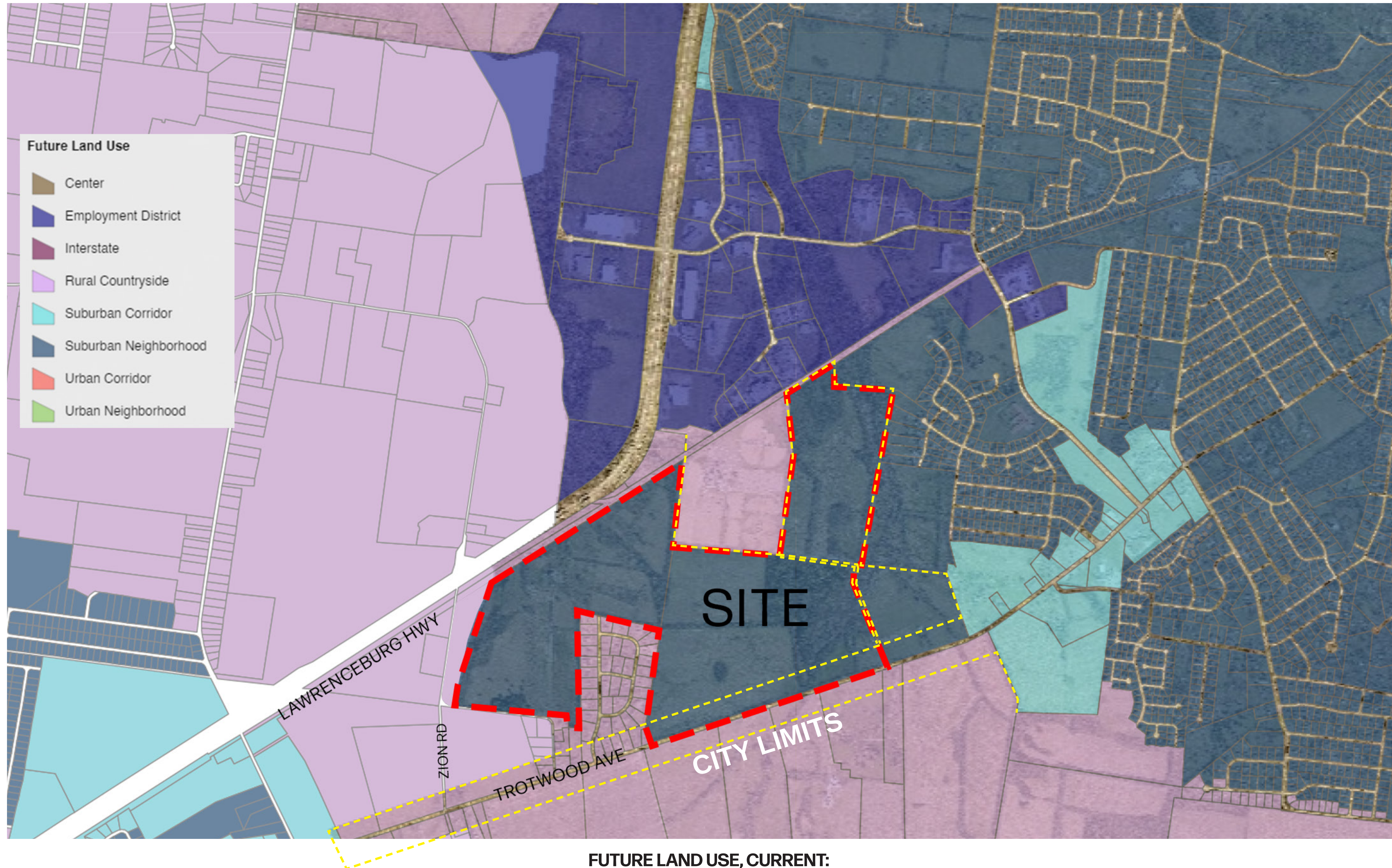
The Old Zion PUD site sits at the south-eastern extent of the City of Columbia, adjacent to Ridley Sports Complex. This site is a half way point between downtown Columbia and downtown Mount Pleasant. As such, the residents would have easy commutes to work in either municipality. This area is within a few miles of multiple City of Columbia schools as well as two fire stations that would serve the residents. Columbia city square is only a 10 minute drive away. Columbia's population continues to grow as families decide to move farther from large cities such as Nashville or Knoxville with an increased opportunity to work from home. Columbia is currently growing over 2% per year, and is on pace to have more than ten thousand new residents by the time all phases of this development are completed. This development will have the capacity to house up to a quarter of those new residents and provides a diversity of products that can meet the needs of a wider range of individuals. Due to the growth of the County and the new jobs being created in the area by employers such as GM and Maury Regional Medical Center, paired with the planned widening of Trotwood Avenue to increase its capacity as a major arterial road through the City, the homes located within this site will be much needed and appreciated by future City residents. In addition, the site has been designed to improve the circulation to Ridley Park by offering a direct route with a traffic light. This will help all residents and visitors to the City that visit the Sports Complex for games, tournaments, or weekend leisure to have a safer and more efficient experience.



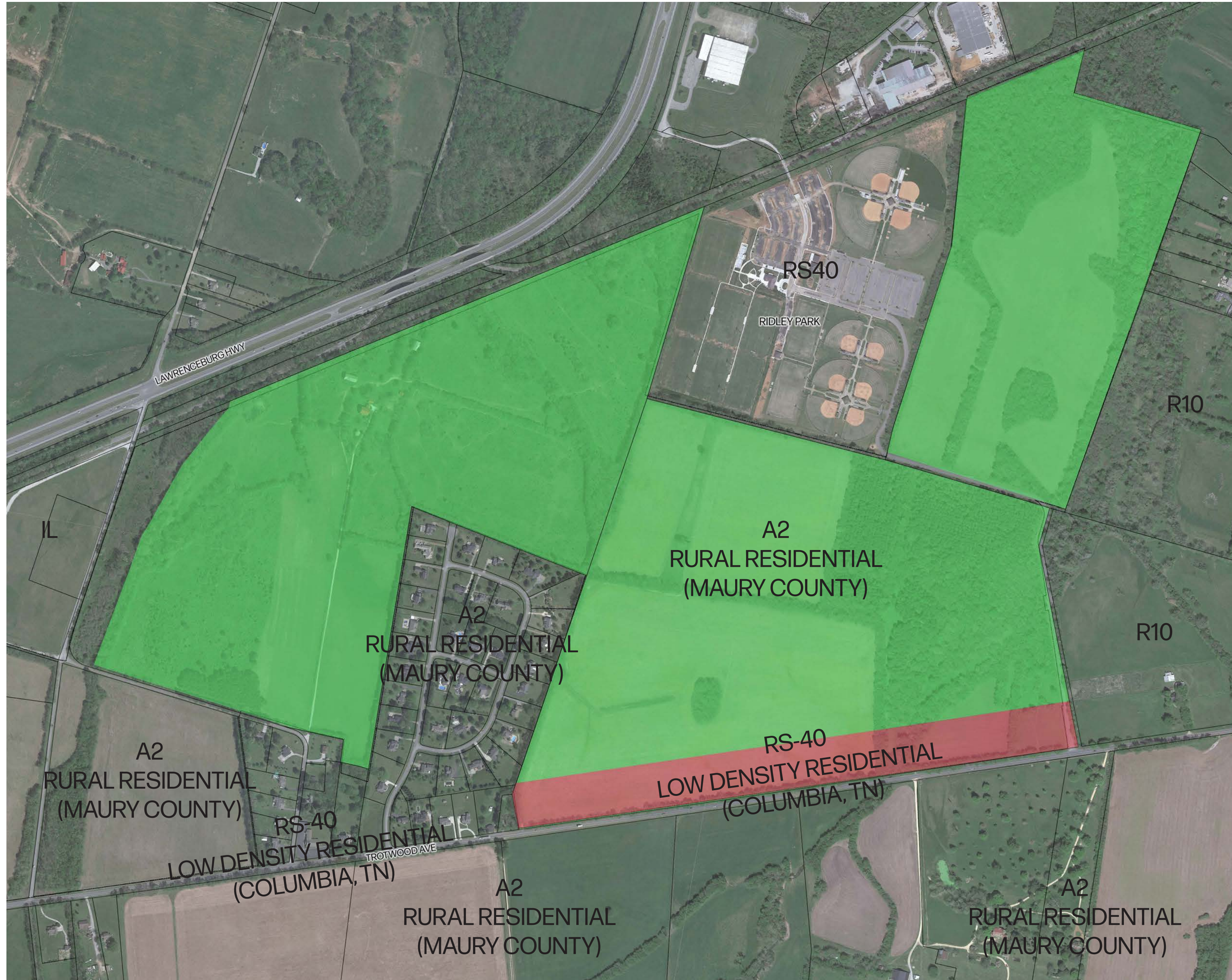




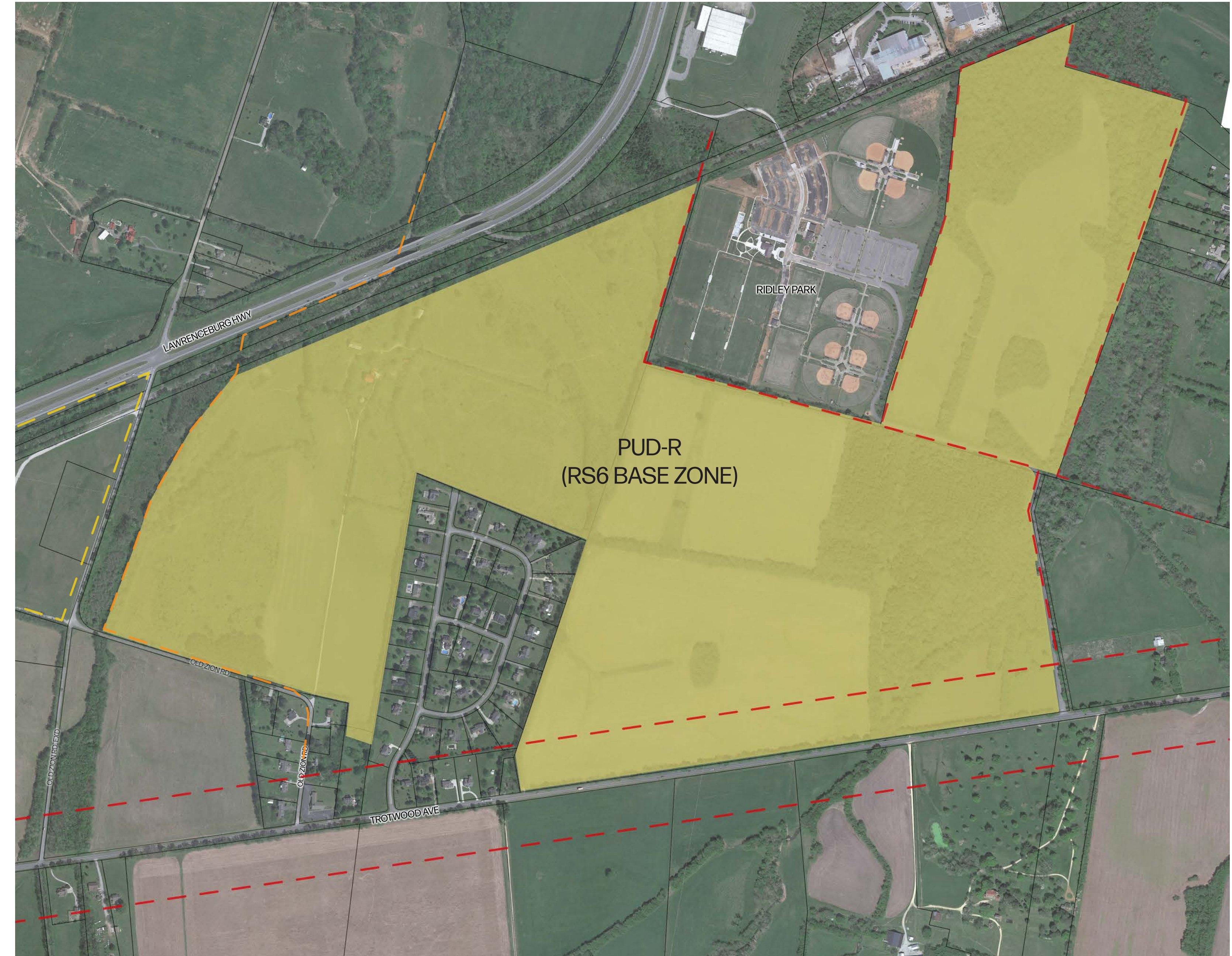








EXISTING ZONING (PRE JULY 14, 2022)



PROPOSED ZONING





|             |                       |          |
|-------------|-----------------------|----------|
| <div></div> | 60' LOT ALLEY         | 71 LOTS  |
| <div></div> | 60' LOT               | 370 LOTS |
| <div></div> | 75' LOT ALLEY         | 29 LOTS  |
| <div></div> | 75' LOT               | 278 LOTS |
| <div></div> | 100' LOT              | 16 LOTS  |
| <div></div> | 7AC.<br>HISTORIC HOME | 1 LOT    |
| TOTAL       |                       | 765 LOTS |

|                  |              |
|------------------|--------------|
| TOTAL SITE AREA: | 415.60 ac    |
| GROSS DENSITY:   | 1.84 D.U./AC |



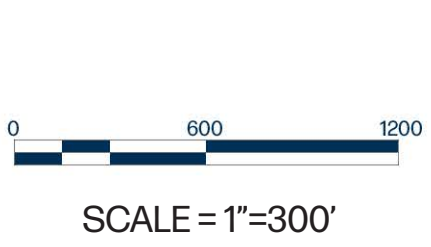
OPEN SPACE PROVIDED: 189.48 ACRES  
(+/- 45% OF SITE)

- SIDEWALK
- WALKING TRAIL  
+/- 3.0 MILES PAVED
- TRAIL CONNECTION
- RIDLEY PARK CONNECTION



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: OPEN SPACE AND PEDESTRIAN CIRCULATION PLAN  
DRAWING NUMBER: 7.0



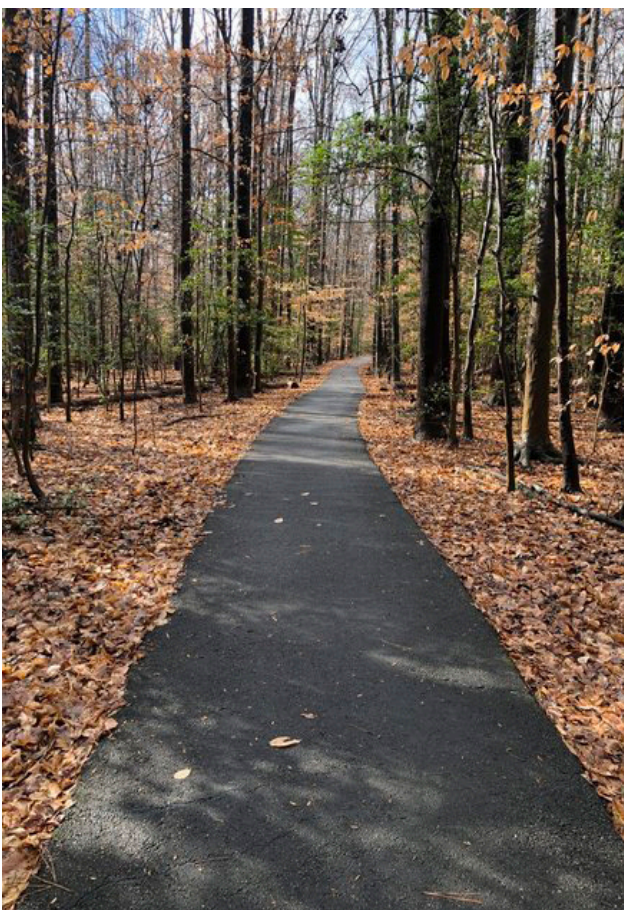




**POOL**



**PAVILION/ RESTROOM**



**PAVED TRAIL**



**DOG PARK**



**PLAYGROUND**



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: OPEN SPACE - AMENITY PLAN A  
DRAWING NUMBER: 8.0

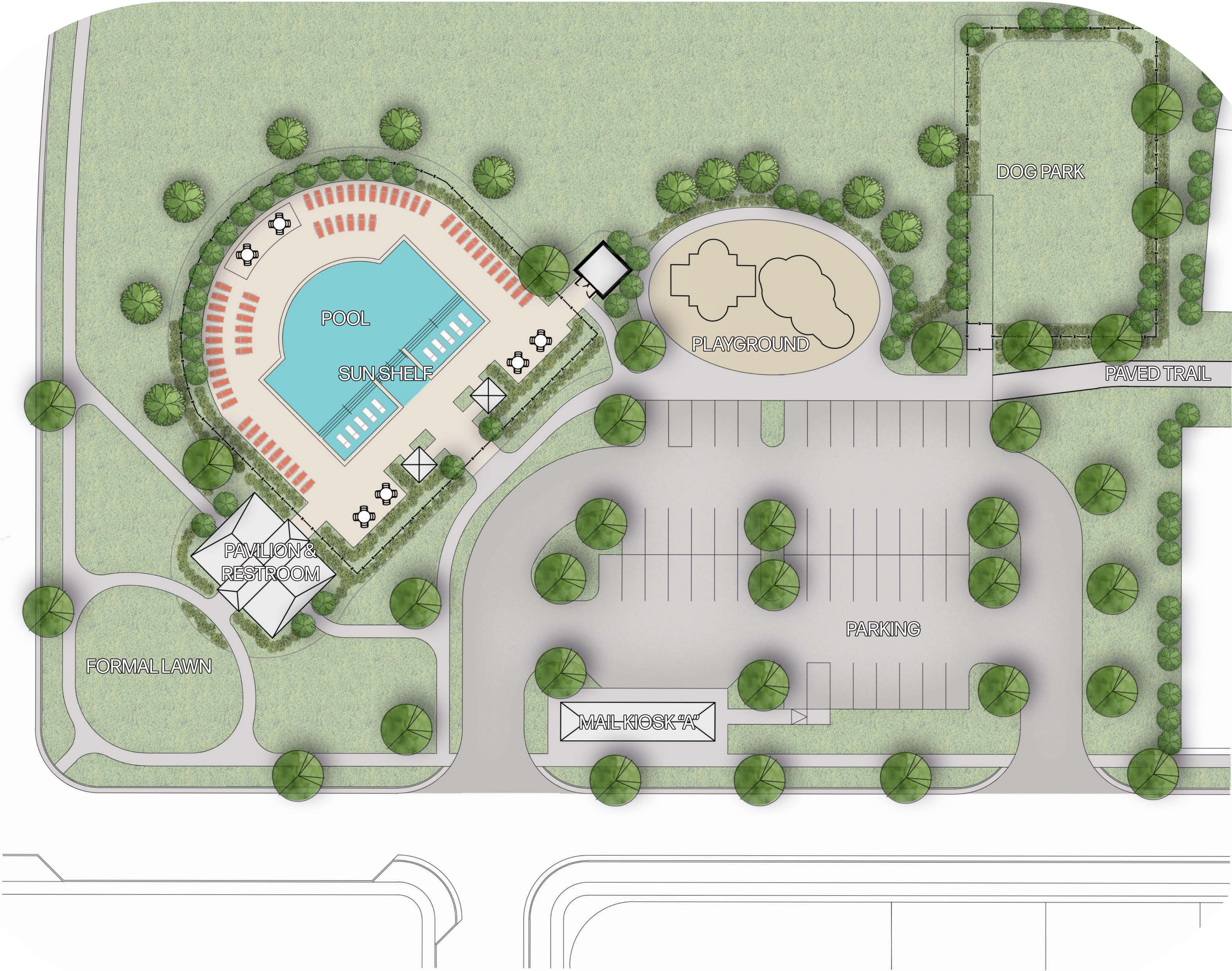
CBU PARKING CALCULATIONS - MAIL KIOSK "A"

REQUIREMENT:  
2 SPACES FOR FIRST 25 MAILBOXES + 1 SPACE FOR EVERY ADDITIONAL 25 MAILBOXES

MAILBOXES: 615  
FIRST 25 MAILBOXES - 2 SPACES  
590 REMAINING MAILBOXES/ 25 = 24

TOTAL REQUIRED: 286SPACES  
PROVIDED: 49 SPACES MIN (SHARED WITH AMENITY)

| AMENITY BREAKDOWN                                                                                                                                                                       |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| PAVILION & RESTROOM:                                                                                                                                                                    | +/- 1500 SF          |
| POOL:                                                                                                                                                                                   | +/- 3500 SF WET AREA |
| PLAYGROUNDS:                                                                                                                                                                            | +/- 4000 SF          |
| DOG PARK:                                                                                                                                                                               | +/- 8000 SF          |
| NOTE: AMENITY DRAWINGS ARE CONCEPTUAL AND SUBJECT TO MODIFICATION DURING DEVELOPMENT OF FINAL PUD PLANS. AMENITIES SHOWN WILL BE OF EQUAL OR GREATER SIZE AND QUALITY TO WHAT IS SHOWN. |                      |



NOT TO SCALE



CBU PARKING CALCULATIONS - MAIL KIOSK "B"

REQUIREMENT:  
2 SPACES FOR FIRST 25 MAILBOXES + 1 SPACE FOR EVERY ADDITIONAL 25 MAILBOXES

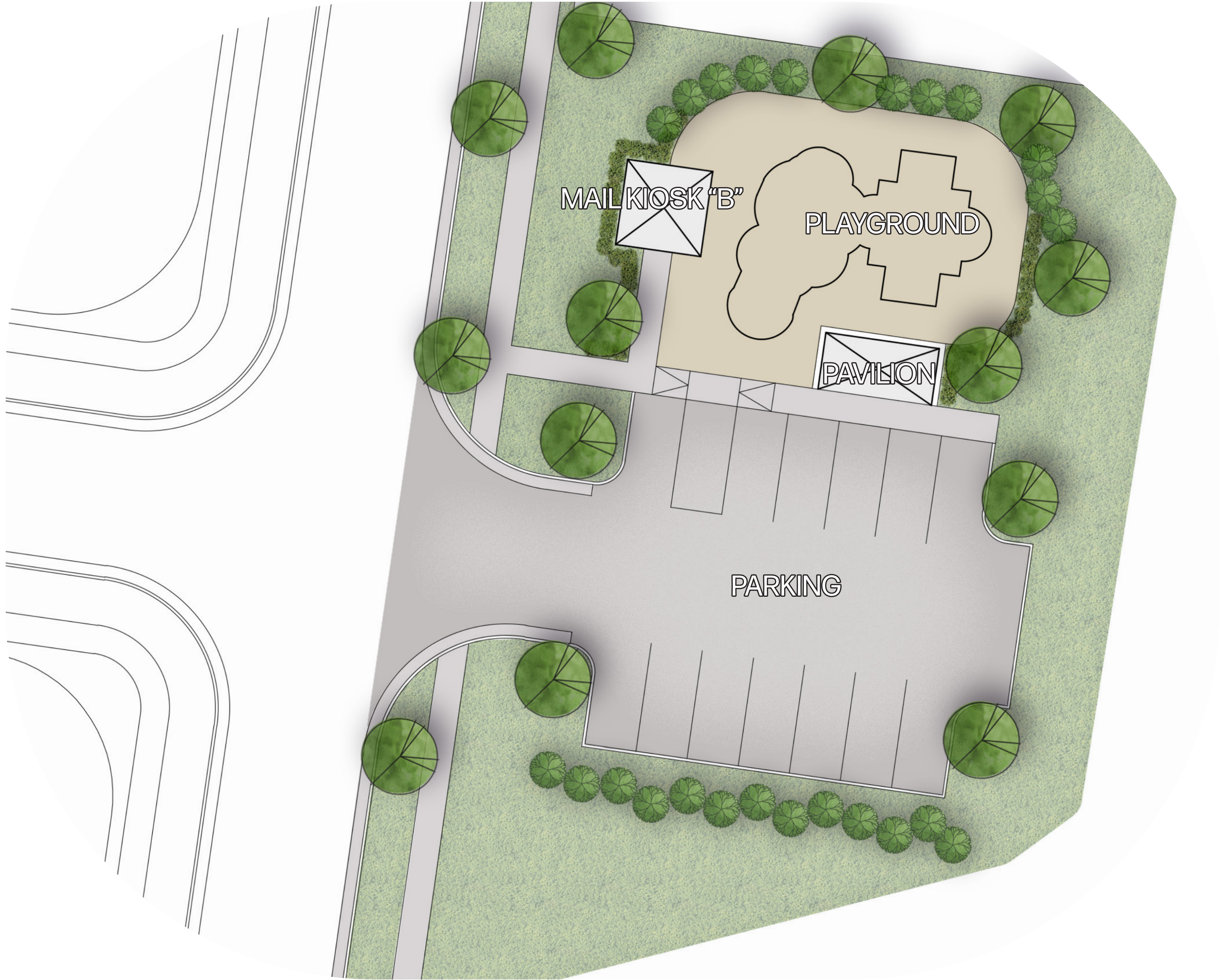
MAILBOXES: 150  
FIRST 25 MAILBOXES - 2 SPACES  
123 REMAINING MAILBOXES/ 25 = 5

TOTAL REQUIRED: 7 SPACES  
PROVIDED: 13 SPACES MIN (SHARED WITH AMENITY)

AMENITY BREAKDOWN

PAVILION & RESTROOM: +/- 200 SF  
MAIL PAVILION: +/- 225 SF MIN  
PLAYGROUND: +/- 2500 SF

NOTE: AMENITY DRAWINGS ARE CONCEPTUAL AND SUBJECT TO MODIFICATION DURING DEVELOPMENT OF FINAL PUD PLANS. AMENITIES SHOWN WILL BE OF EQUAL OR GREATER SIZE AND QUALITY TO WHAT IS SHOWN.



**PAVILIONS**



**PLAYGROUND**

**OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN**

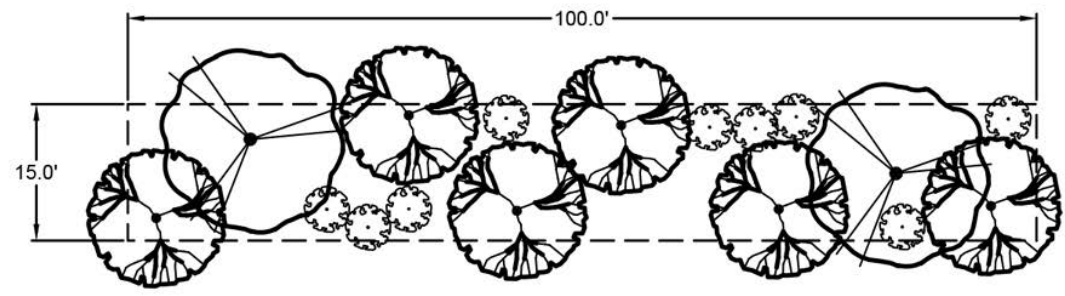
DRAWING TITLE: OPEN SPACE - AMENITY PLAN B

DRAWING NUMBER: 9.0

NOT TO SCALE



- NOTES:
- 1. ALL BUFFERS SHALL MEET THE REQUIREMENTS OUTLINED IN SECTION 11 OF THE ZONING ORDINANCE INCLUDING TABLES 11.2.7A AND 11.2.7B.
  - 2. ALL BUFFER YARDS TO BE MAINTAINED BY HOA.
  - 3. PROPOSED PLANTS SHALL BE RELOCATED AS NECESSARY TO AVOID PLANTING WITHIN EXISTING DRIPLINE

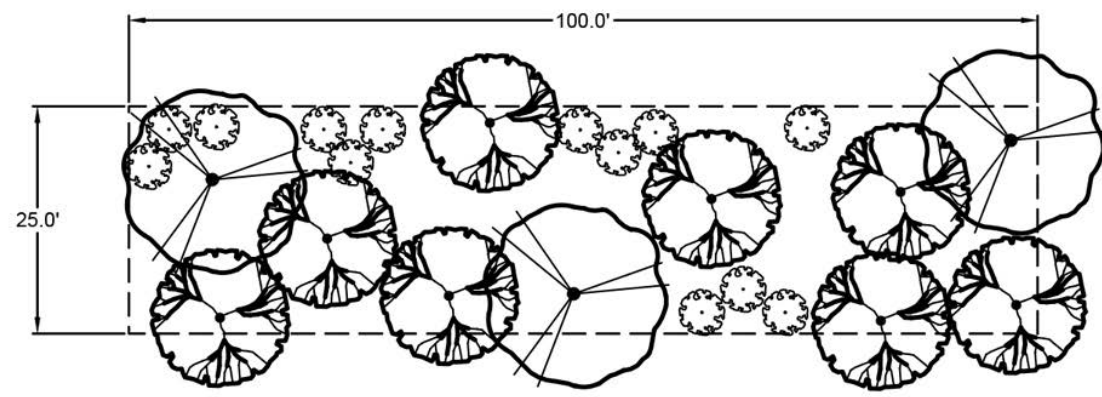


**TYPE A BUFFER**  
0.4 OPACITY  
15' DEEP

2 CANOPY TREES, 6 ACCENT TREES, & 9 SHRUBS  
(TYPICAL PER 100 LINEAR FEET)



TYPE "A" BUFFER EXAMPLE



**TYPE B BUFFER**  
0.6 OPACITY  
25' DEEP

3 CANOPY TREES, 8 ACCENT TREES, & 13 SHRUBS  
(TYPICAL PER 100 LINEAR FEET)



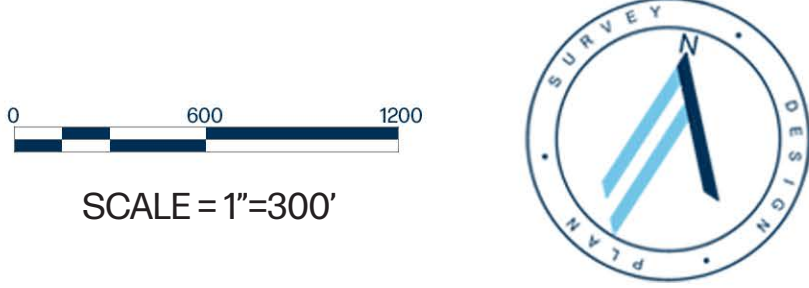
TYPE "B" BUFFER EXAMPLE



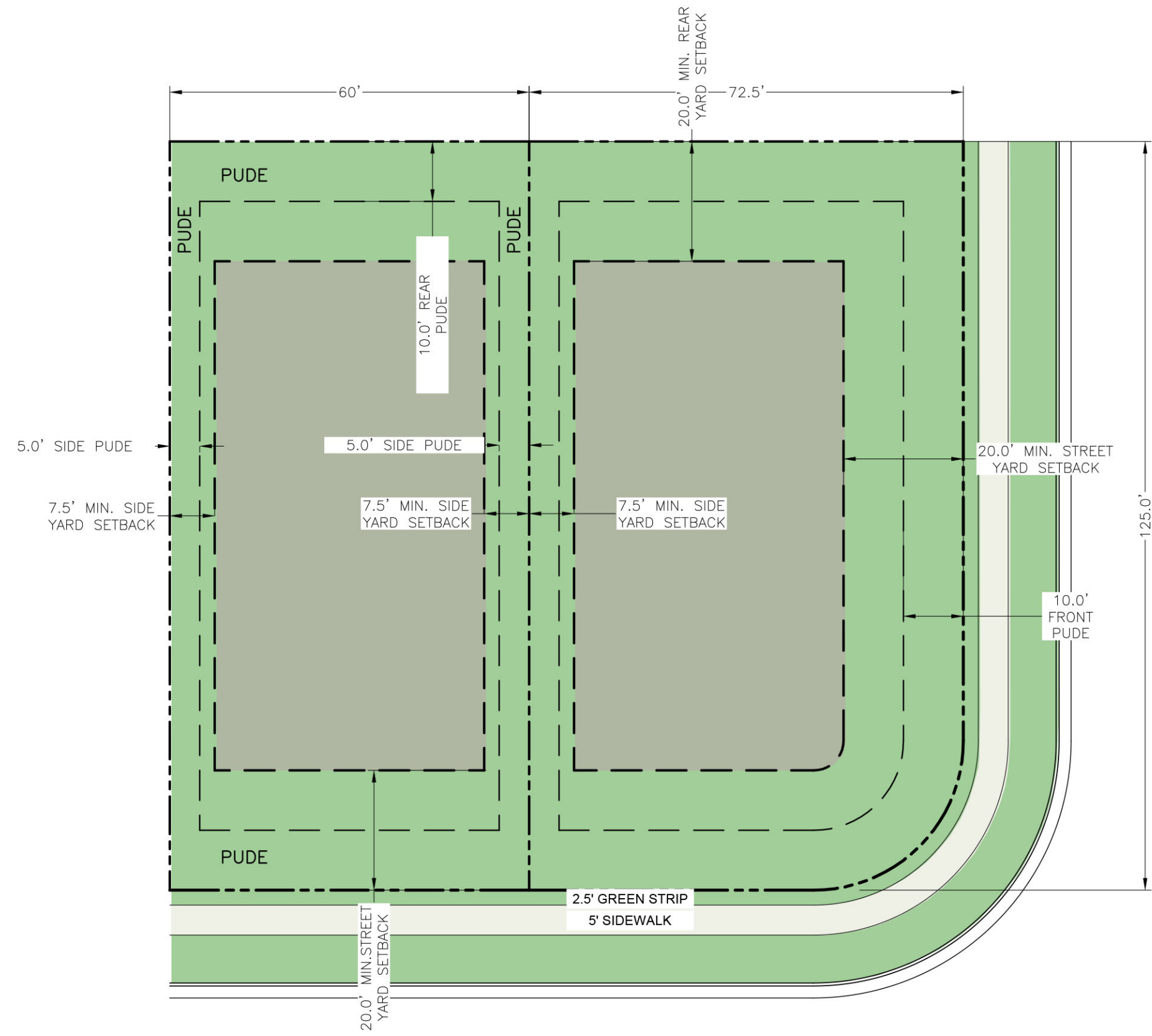
**OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN**



DRAWING TITLE: BUFFER PLAN  
DRAWING NUMBER: 10.0

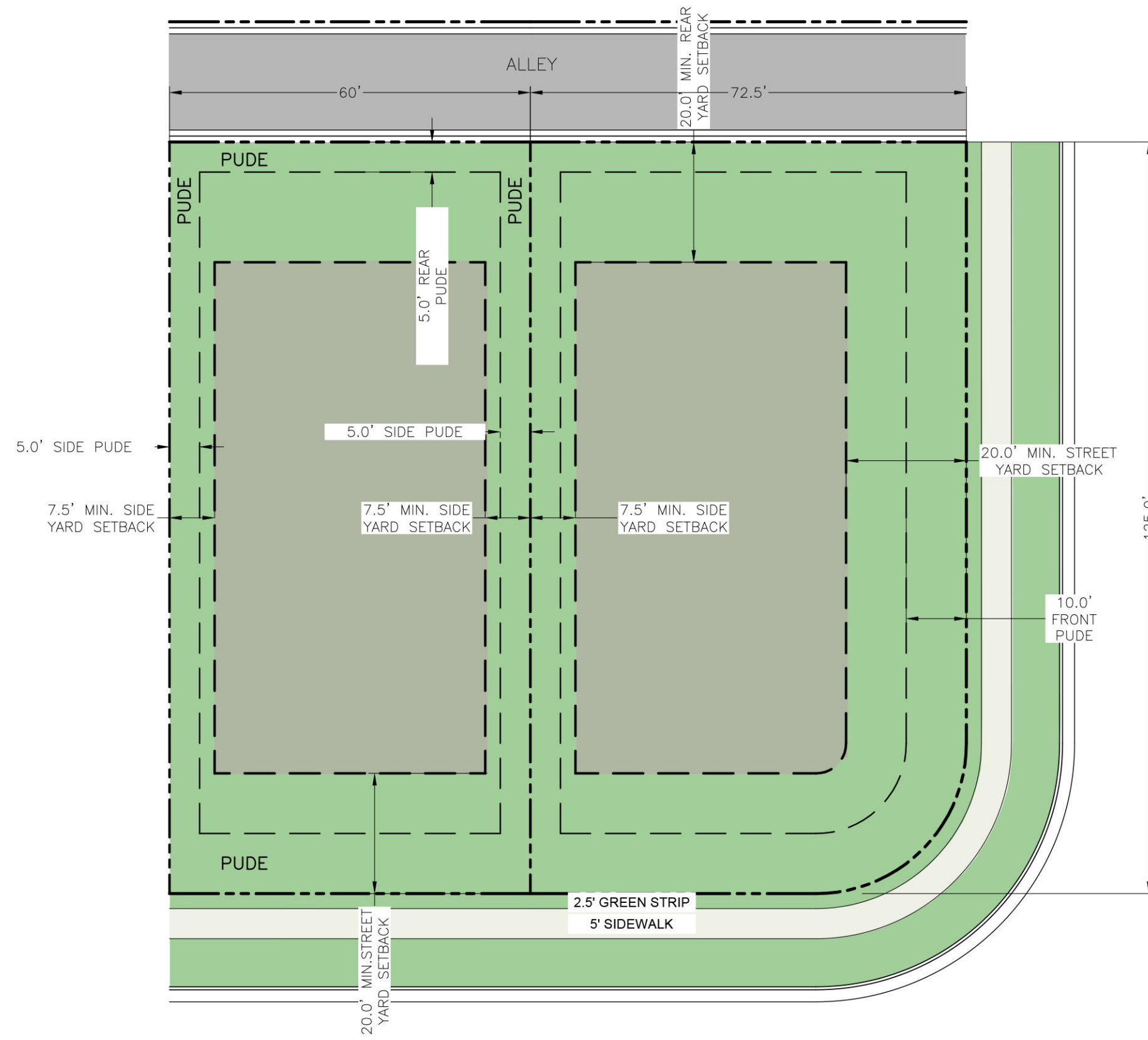






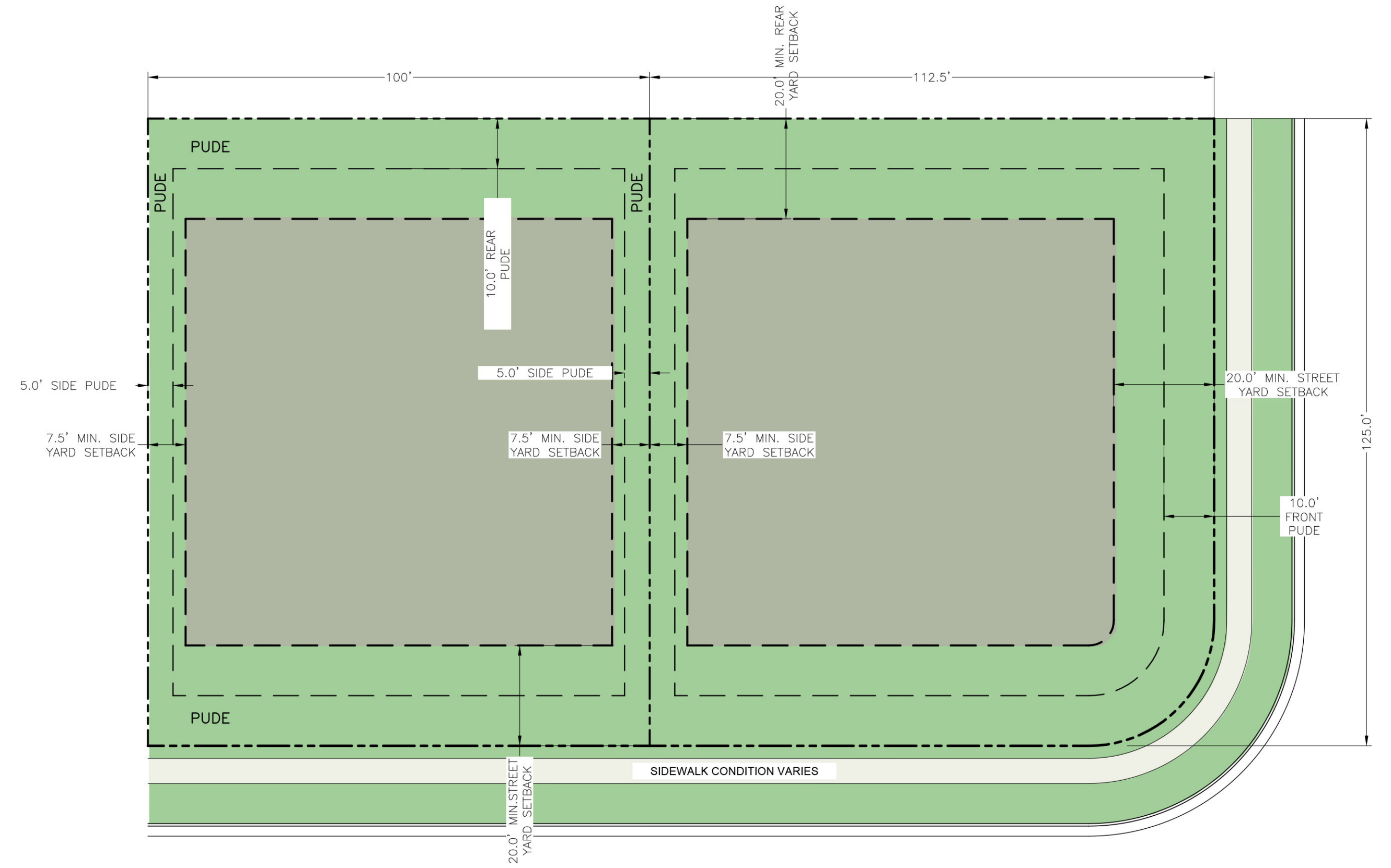
TYPICAL 60'  
LOT

TYPICAL 60'  
CORNER LOT



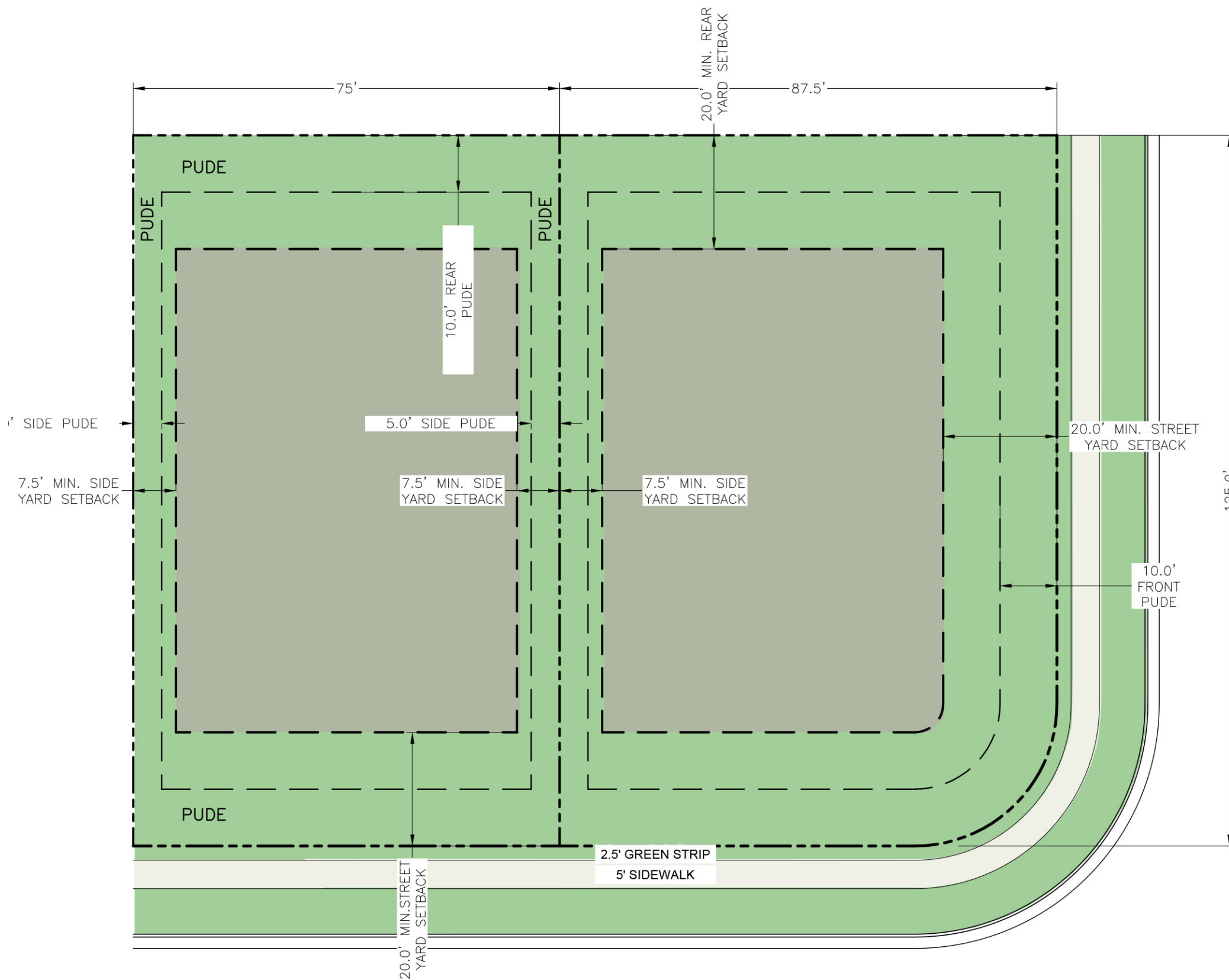
TYPICAL 60'  
LOT  
(ALLEY)

TYPICAL 60'  
CORNER LOT  
(ALLEY)



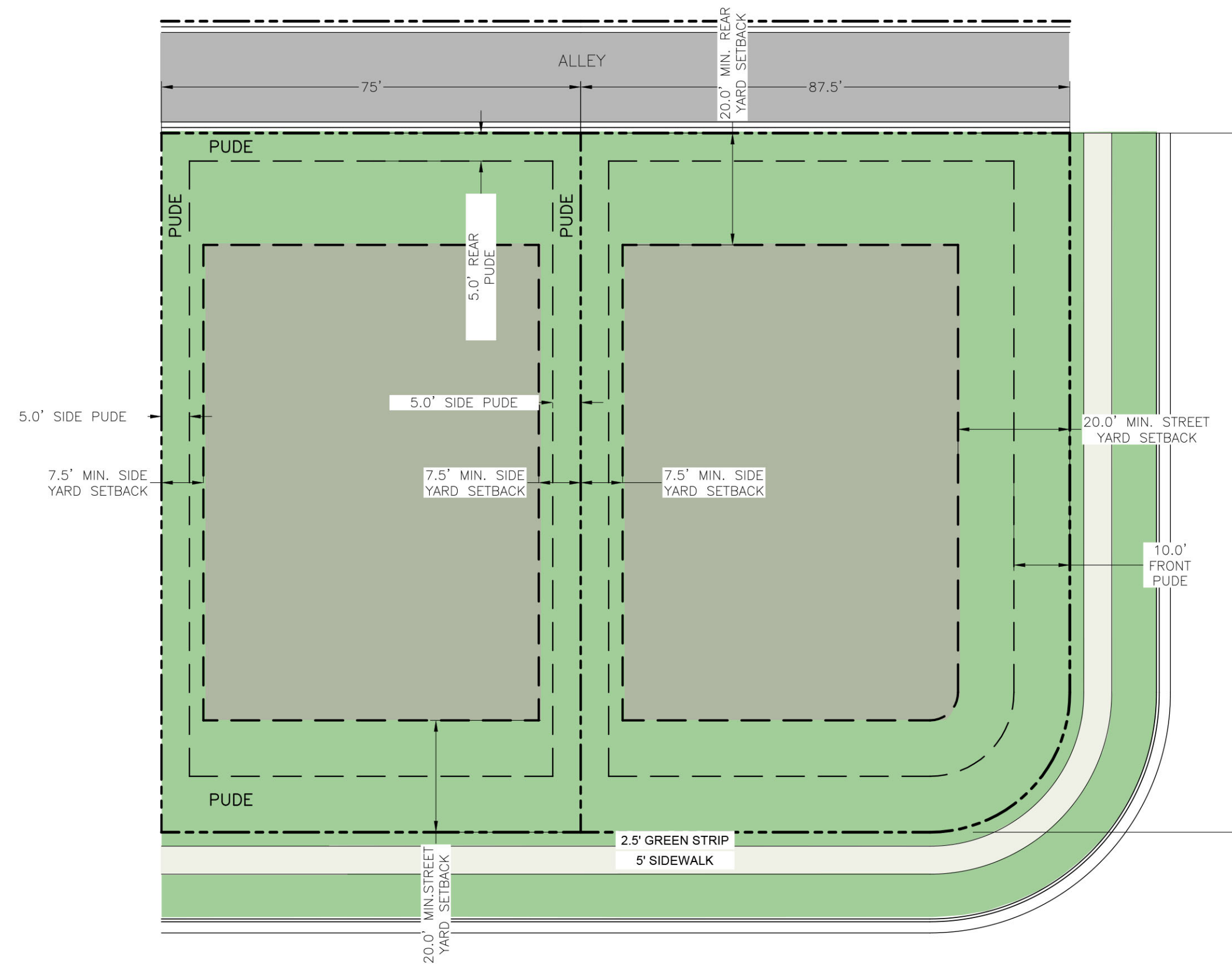
TYPICAL 100'  
OR GREATER  
LOT

TYPICAL 100'  
OR GREATER  
CORNER LOT



TYPICAL 75'  
LOT

TYPICAL 75'  
CORNER LOT

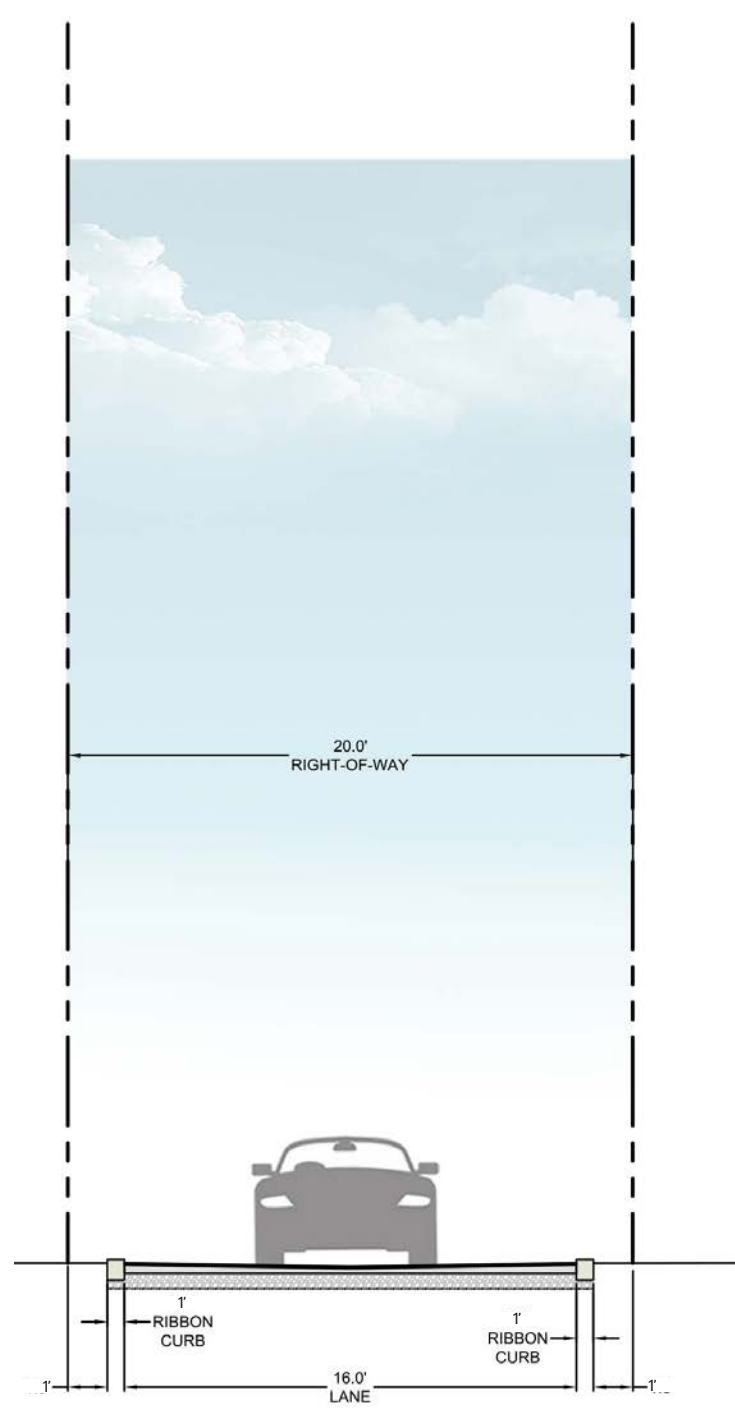


TYPICAL 75'  
LOT  
(ALLEY)

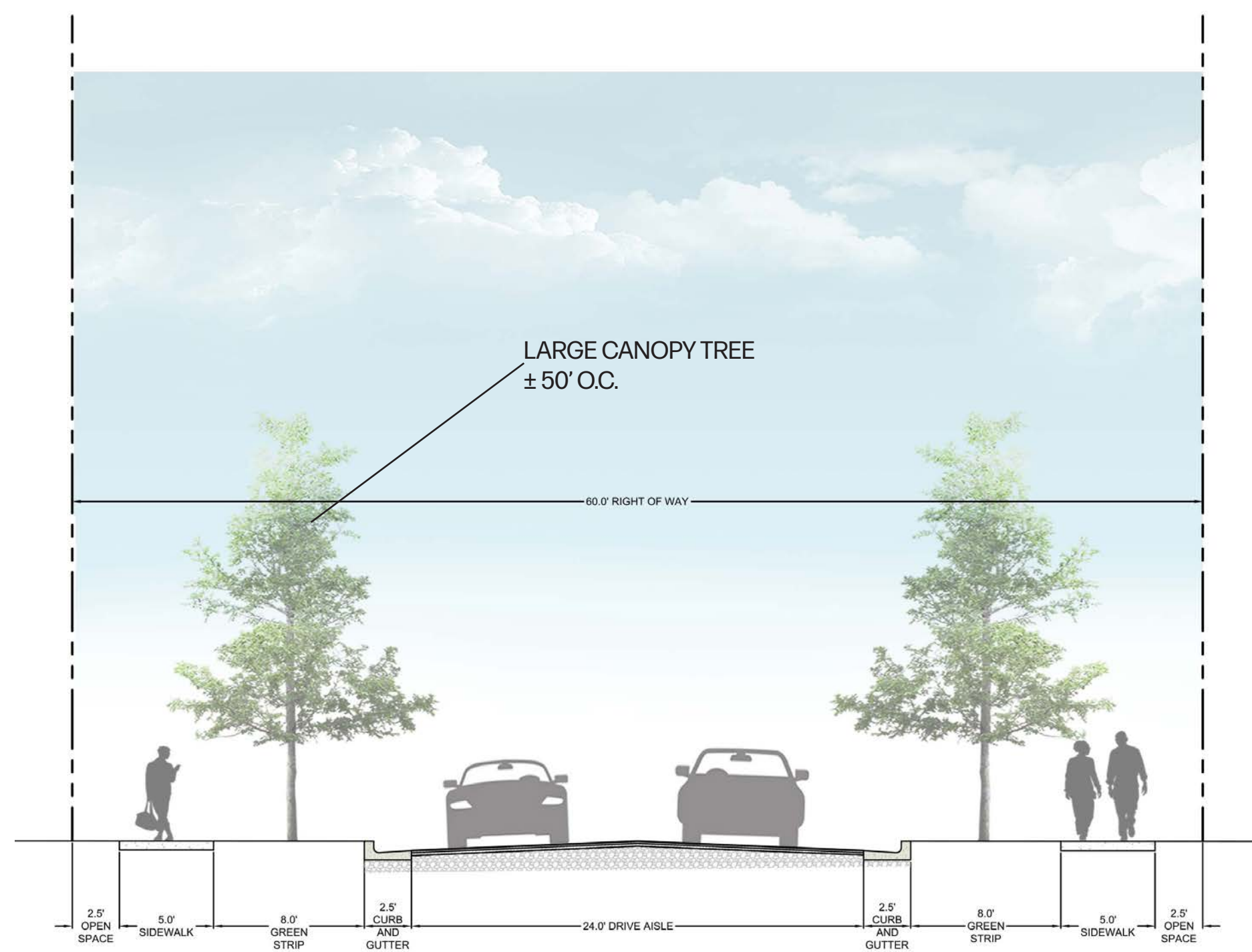
TYPICAL 75'  
CORNER LOT  
(ALLEY)

**GARAGES:**  
2 CAR GARAGE -  
18' X 22' INTERIOR MIN.  
16' 1.5" DOUBLE CAR DOOR  
  
1 CAR GARAGE -  
15' X 22' INTERIOR MIN.  
10' MIN SINGLE CAR DOOR

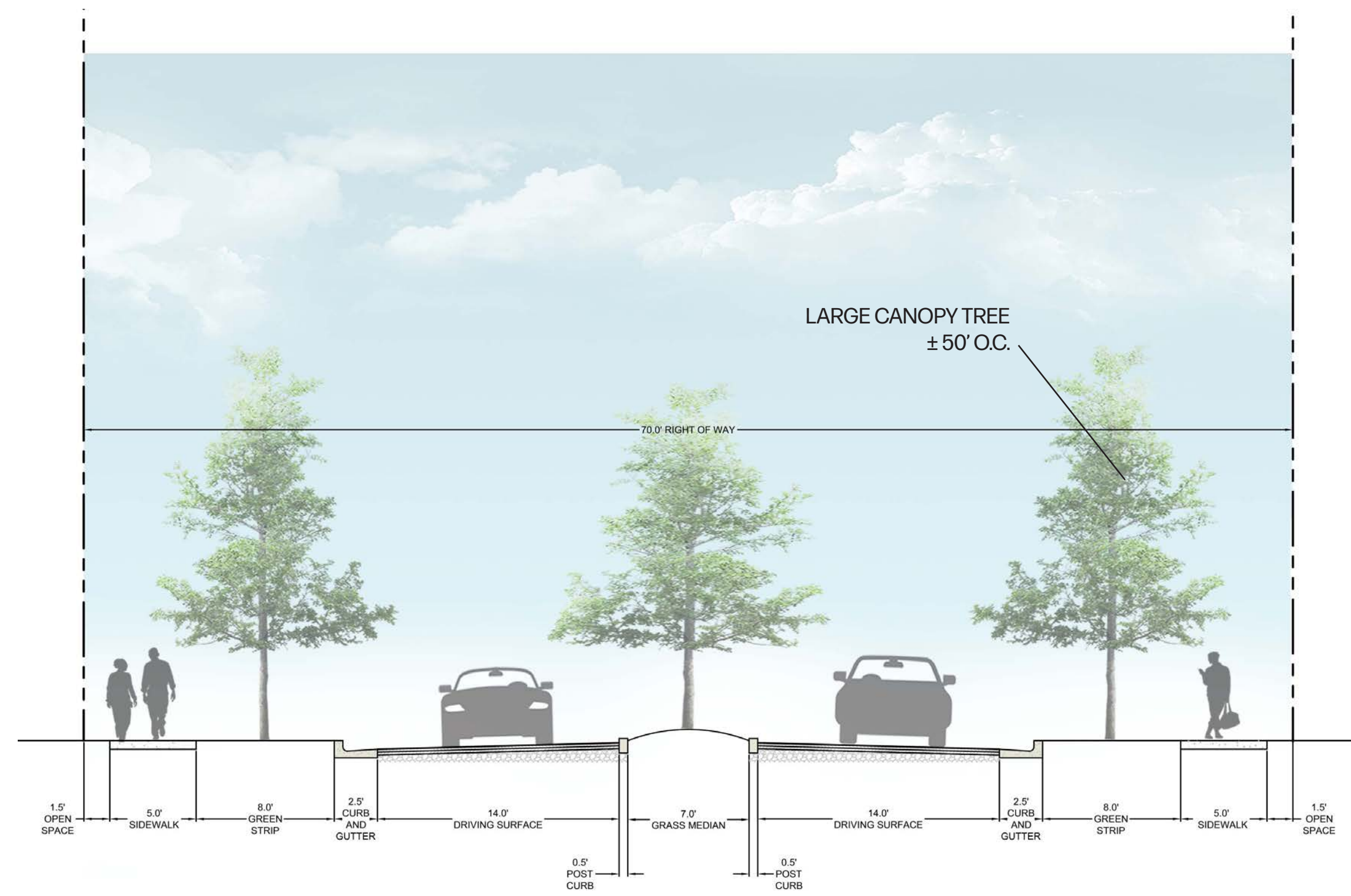




TYPICAL 20'  
ALLEY  
(PUBLIC)



TYPICAL 60' LOCAL  
RIGHT-OF-WAY  
(PUBLIC)



TYPICAL 70' LOCAL  
RIGHT-OF-WAY  
(PUBLIC)

| PAVEMENT SCHEDULE |                                                                                                                                                                        |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ①                 | SURFACE @ 1.5" THICK<br>411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING D (SURFACE), OR<br>307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING C-W (SURFACE) |
| ②                 | TACK COAT (GENERAL USE)<br>403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)                                                                          |
| ③                 | BIT. BINDER @ 3" THICK<br>307-01.08 ASPHALT CONCRETE MIX (PS64-22) (8PMB-HM) GRADING B-M2                                                                              |
| ④                 | PRIME COAT<br>402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY)<br>402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)                              |
| ⑤                 | MINERAL AGGREGATE BASE @ 10" THICK<br>303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D                                                                                 |

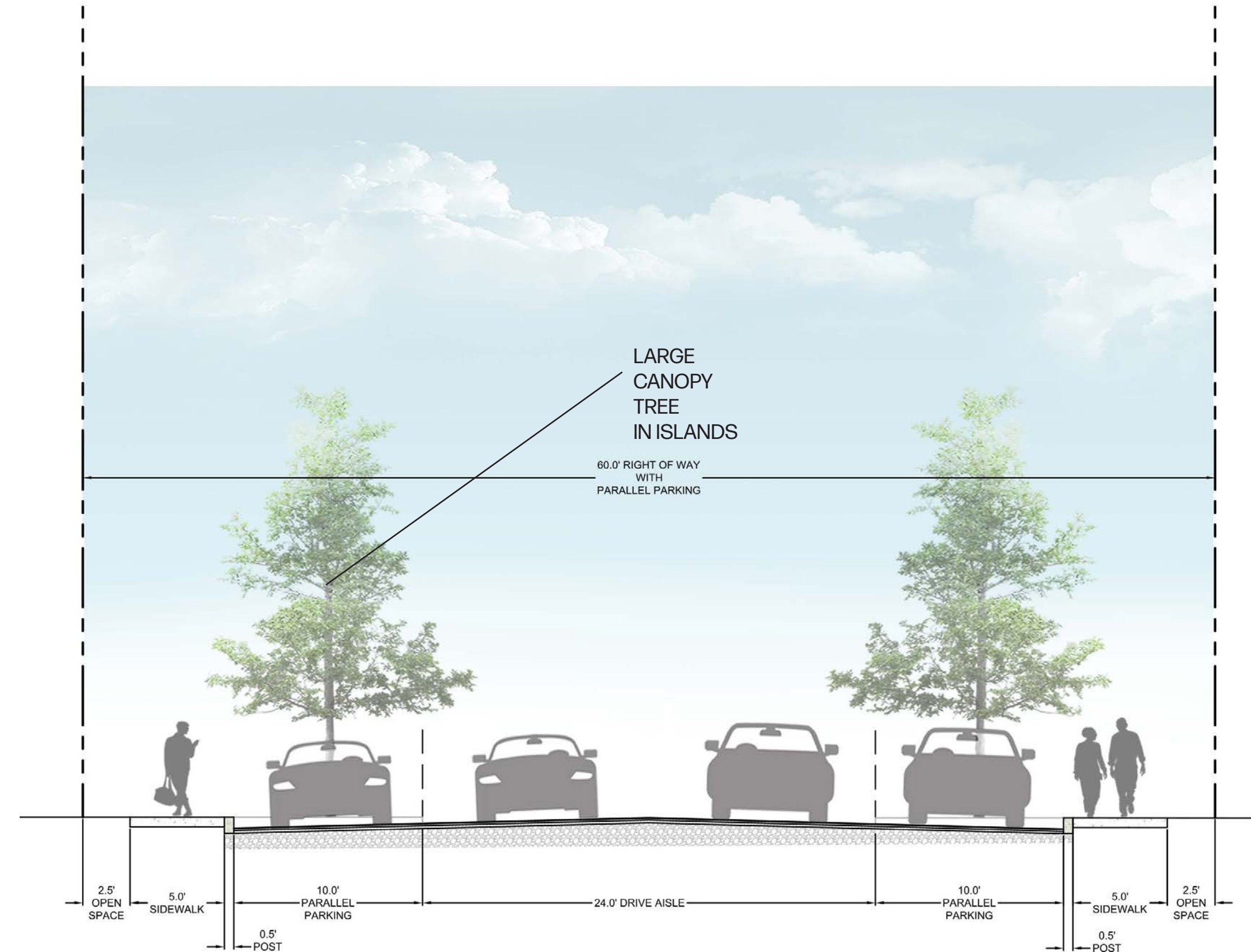
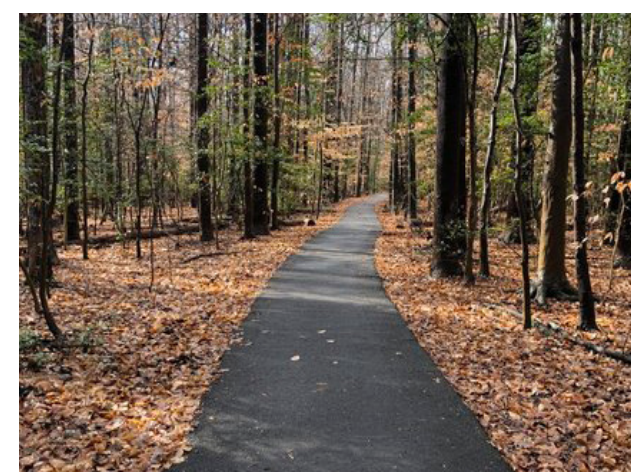
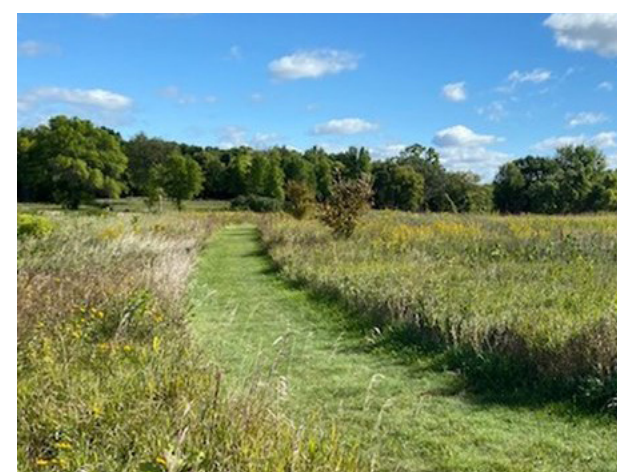
TYPICAL ROADWAY SECTION

| PAVEMENT SCHEDULE |                                                                                                                                                                        |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ①                 | SURFACE @ 1.5" THICK<br>411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING D (SURFACE), OR<br>307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING C-W (SURFACE) |
| ②                 | TACK COAT (GENERAL USE)<br>403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)                                                                          |
| ③                 | BIT. BINDER @ 2" THICK<br>307-01.08 ASPHALT CONCRETE MIX (PS64-22) (8PMB-HM) GRADING B-M2                                                                              |
| ④                 | PRIME COAT<br>402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY)<br>402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)                              |
| ⑤                 | MINERAL AGGREGATE BASE @ 8" THICK<br>303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D                                                                                  |

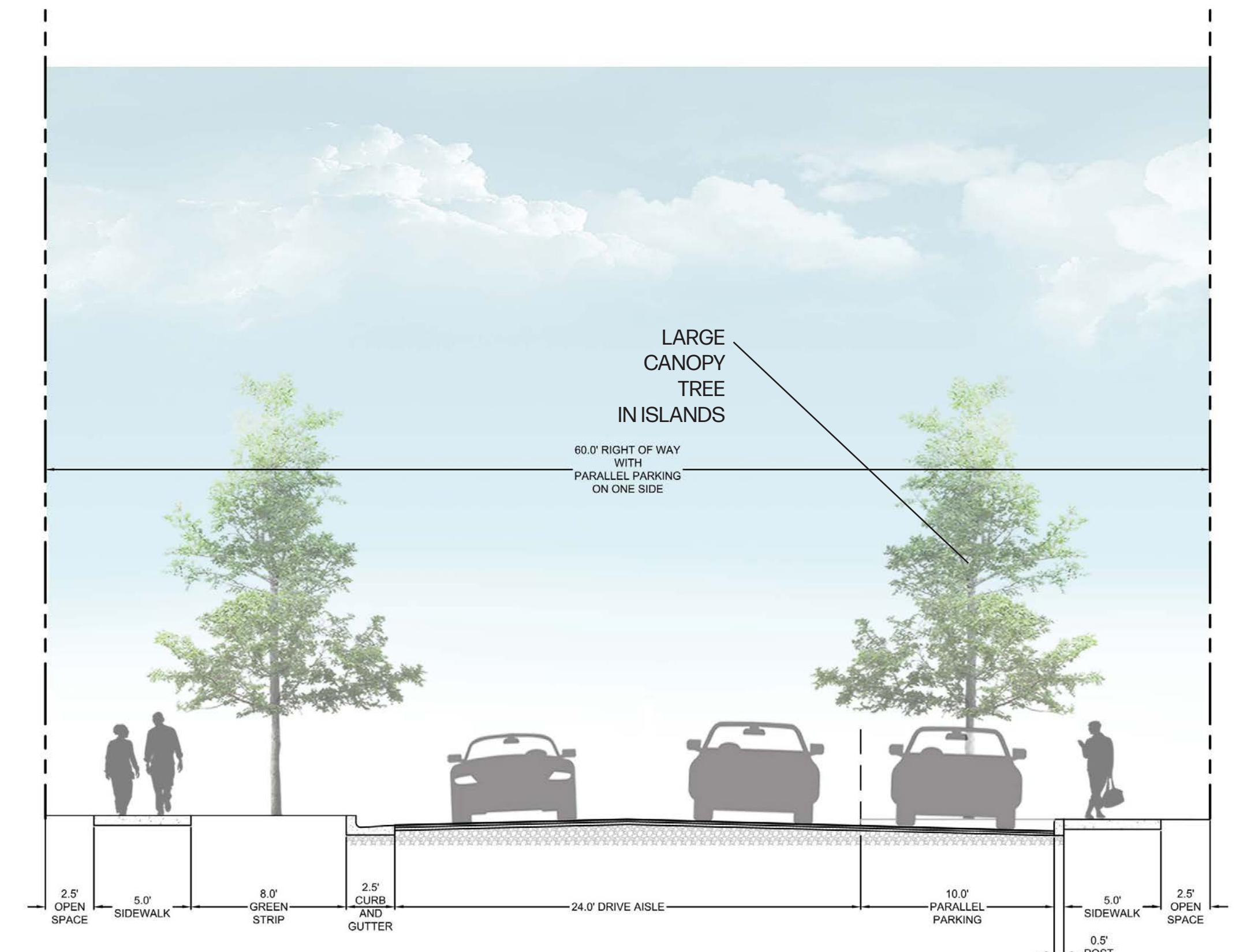
TYPICAL ALLEY SECTION

| PAVEMENT SCHEDULE |                                                                                                                                                                        |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ①                 | SURFACE @ 1.5" THICK<br>411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING D (SURFACE), OR<br>307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC3) GRADING C-W (SURFACE) |
| ②                 | TACK COAT (GENERAL USE)<br>403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)                                                                          |
| ③                 | BIT. BINDER @ 2" THICK<br>307-01.08 ASPHALT CONCRETE MIX (PS64-22) (8PMB-HM) GRADING B-M2                                                                              |
| ④                 | PRIME COAT<br>402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY)<br>402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)                              |
| ⑤                 | MINERAL AGGREGATE BASE @ 6" THICK<br>303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D                                                                                  |

TYPICAL TRAIL SECTION



TYPICAL 60'  
LOCAL RIGHT-OF-WAY  
PARALLEL PARKING  
BOTH SIDES  
(PUBLIC)



TYPICAL 60'  
LOCAL RIGHT-OF-WAY  
PARALLEL PARKING  
ON ONE SIDE  
(PUBLIC)

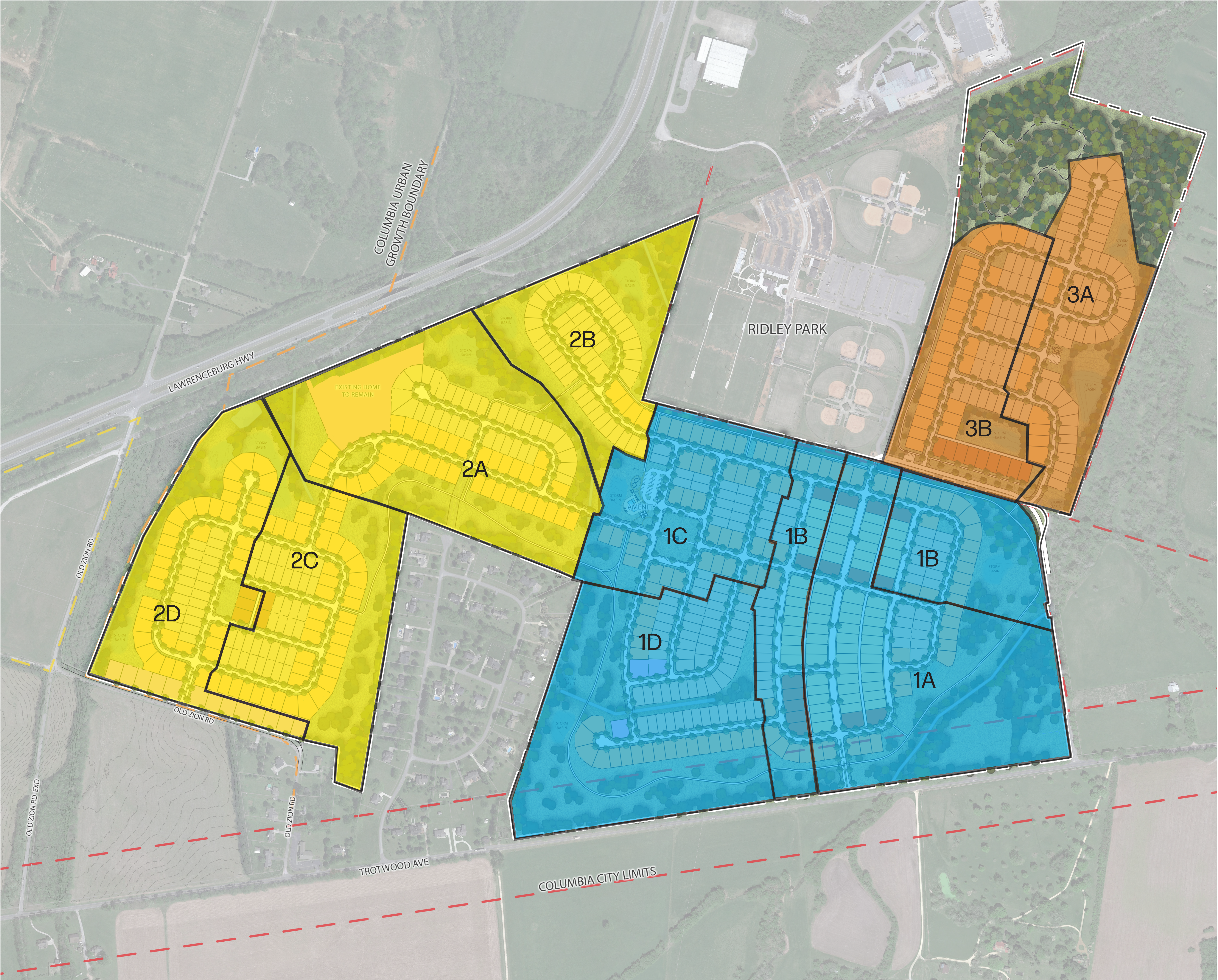
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APPROVALS, AND STANDARDS/ SPECIFICATIONS SET FORTH BY THE MAURY COUNTY HIGHWAY DEPARTMENT



ESTIMATED PHASING TIMELINE

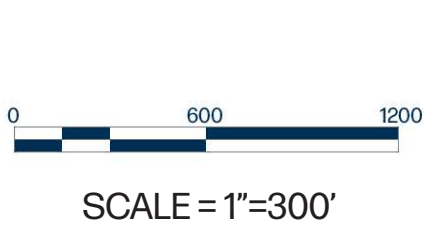
|          |            |             |
|----------|------------|-------------|
| PHASE 1A | APRIL 2024 | +/- 82 LOTS |
| PHASE 1B | APRIL 2025 | +/- 89 LOTS |
| PHASE 1C | APRIL 2026 | +/- 64 LOTS |
| PHASE 1D | APRIL 2027 | +/- 87 LOTS |
| PHASE 2A | APRIL 2028 | +/- 78 LOTS |
| PHASE 2B | APRIL 2029 | +/- 54 LOTS |
| PHASE 2C | APRIL 2030 | +/- 84 LOTS |
| PHASE 2D | APRIL 2031 | +/- 77 LOTS |
| PHASE 3A | APRIL 2032 | +/- 78 LOTS |
| PHASE 3B | APRIL 2033 | +/- 72 LOTS |

THIS TIMELINE AND PHASING IS AN APPROXIMATION BASED ON UTILITY FEASIBILITY AND ANTICIPATED CONSTRUCTION TIMES. THIS PLAN IS SUBJECT TO CHANGE BASED ON CHANGES TO UTILITIES, GRADING, STORMWATER, TRAFFIC, GEOTECHNICAL, OR OTHER FACTORS THAT MAY DEVELOP THROUGH THE CONSTRUCTION DOCUMENTATION PROCESS.



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: ANTICIPATED PHASING PLAN  
DRAWING NUMBER: 13.0





|  |                       |                 |
|--|-----------------------|-----------------|
|  | 60' LOT ALLEY         | 0 LOTS          |
|  | 60' LOT               | 101 LOTS        |
|  | 75' LOT ALLEY         | 9 LOTS          |
|  | 75' LOT               | 40 LOTS         |
|  | 100' LOT              | 0 LOTS          |
|  | 7AC.<br>HISTORIC HOME | 0 LOTS          |
|  |                       | TOTAL: 150 LOTS |



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT  
DRAWING NUMBER: 14.0

0 600 1200  
SCALE = 1"=150'





|                                                                                  |                    |                 |
|----------------------------------------------------------------------------------|--------------------|-----------------|
|  | 60' LOT ALLEY      | 71 LOTS         |
|  | 60' LOT            | 121 LOTS        |
|  | 75' LOT ALLEY      | 15 LOTS         |
|  | 75' LOT            | 112 LOTS        |
|  | 100' LOT           | 3 LOTS          |
|  | 7AC. HISTORIC HOME | 0 LOTS          |
|                                                                                  |                    | TOTAL: 322 LOTS |



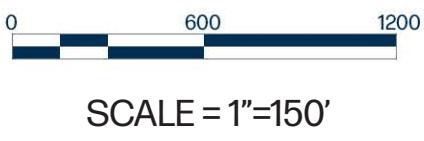


|                                                                                   |                    |                 |
|-----------------------------------------------------------------------------------|--------------------|-----------------|
|  | 60' LOT ALLEY      | 0 LOTS          |
|  | 60' LOT            | 87 LOTS         |
|  | 75' LOT ALLEY      | 0 LOTS          |
|  | 75' LOT            | 49 LOTS         |
|  | 100' LOT           | 0 LOTS          |
|  | 7AC. HISTORIC HOME | 1 LOT           |
|                                                                                   |                    | TOTAL: 137 LOTS |



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT  
DRAWING NUMBER: 16.0



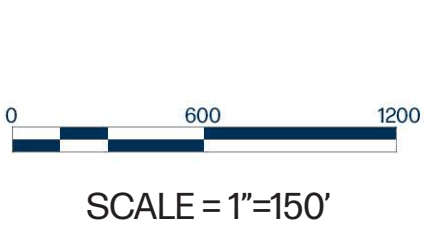


|                                                                                   |                       |                 |
|-----------------------------------------------------------------------------------|-----------------------|-----------------|
|  | 60' LOT ALLEY         | 0 LOTS          |
|  | 60' LOT               | 63 LOTS         |
|  | 75' LOT ALLEY         | 5 LOTS          |
|  | 75' LOT               | 75 LOTS         |
|  | 100' LOT              | 13 LOTS         |
|  | 7AC.<br>HISTORIC HOME | 0 LOTS          |
|                                                                                   |                       | TOTAL: 156 LOTS |



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT  
DRAWING NUMBER: 17.0





\* REPRESENTATIVE ARCHITECTURE IS INDICATIVE OF TYPICAL SCALE, MASSING, MATERIALS, ETC. COMPATIBLE AND ARCHITECTURALLY HARMONIOUS VARIATIONS ARE ANTICIPATED.

"HOMES ON 100' AND GREATER LOTS MAY BE CUSTOM OR SEMI-CUSTOM. CUSTOM HOMES WILL HAVE COMPLIMENTARY DESIGN TO THE REST OF THE NEIGHBORHOOD HOMES. THE HOA FOR THE COMMUNITY WILL HAVE ITS OWN ARCHITECTURAL REVIEW COMMITTEE (The "ARC") THAT MUST REVIEW THE PLANS AS REQUIRED IN THE CC&RS. UPON ARC APPROVAL, THE PLANS SHALL BE SUBMITTED TO THE CITY OF COLUMBIA ARCHITECTURAL REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION. THE CITY ARCHITECTURAL REVIEW BOARD MAY CHOOSE TO FORWARD PLANS TO PC FOR REVIEW IF IT DEEMS SO NECESSARY

**Exterior Siding Materials Permitted:**

- Stone
- Brick
- Stone Veneer
- Natural Wood
- Hardie Planks/ Panels
- Cementitious Fiber Siding/ Cladding

**Roofing Materials Permitted:**

- Laminated Shingles
- Standing Seam Metal Roofs
- Dimensional Asphalt Shingles
- Copper Finishes

**Awning Types Permitted:**

- Heavy Canvas
- Illuminated Awnings
- Metal Awnings

**Colors Permitted:**

- Natural/ Earth tones
- Black/ Grey
- Muted

**Building Separation:**

- Single Family - 15' min
- Townhomes - 20' min between buildings , 6 attached units max.

**Building Height and Massing:**

- Single Family - 2 story, 35' max, attached garages
- Townhome - 2 story, 35' max, attached garages



RIVERSIDE "A"



ASHBURN "A"



AVONDALE "A"



AVONDALE "B"



SARATOGA "A"



BERKELEY "A"



BERKELEY "B"



BRIDGEHAMPTON "A"



SARATOGA "B"



BRIDGEHAMPTON "B"



DALTON "A"



HEALDSBURG "B"



SONOMA "A"



HEALDSBURG "A"



HELENA "A"



HIGHLAND "A"



LINDEN "A"



LINDEN "B"



PATTERSON "A"



RaganSmith

OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: ARCHITECTURAL IMAGERY - SINGLE FAMILY

DRAWING NUMBER: A1

NOT TO SCALE



\* REPRESENTATIVE ARCHITECTURE IS INDICATIVE OF TYPICAL SCALE, MASSING, MATERIALS, ETC. COMPATIBLE AND ARCHITECTURALLY HARMONIOUS VARIATIONS ARE ANTICIPATED.

"HOMES ON 100' AND GREATER LOTS MAY BE CUSTOM OR SEMI-CUSTOM. CUSTOM HOMES WILL HAVE COMPLIMENTARY DESIGN TO THE REST OF THE NEIGHBORHOOD HOMES. THE HOA FOR THE COMMUNITY WILL HAVE ITS OWN ARCHITECTURAL REVIEW COMMITTEE (The "ARC") THAT MUST REVIEW THE PLANS AS REQUIRED IN THE CC&Rs. UPON ARC APPROVAL, THE PLANS SHALL BE SUBMITTED TO THE CITY OF COLUMBIA ARCHITECTURAL REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION. THE CITY ARCHITECTURAL REVIEW BOARD MAY CHOOSE TO FORWARD PLANS TO PC FOR REVIEW IF IT DEEMS SO NECESSARY

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SUSSEX "A"



AMHURST "A"



ANNA MARIA "A"



ANNA MARIA "B"



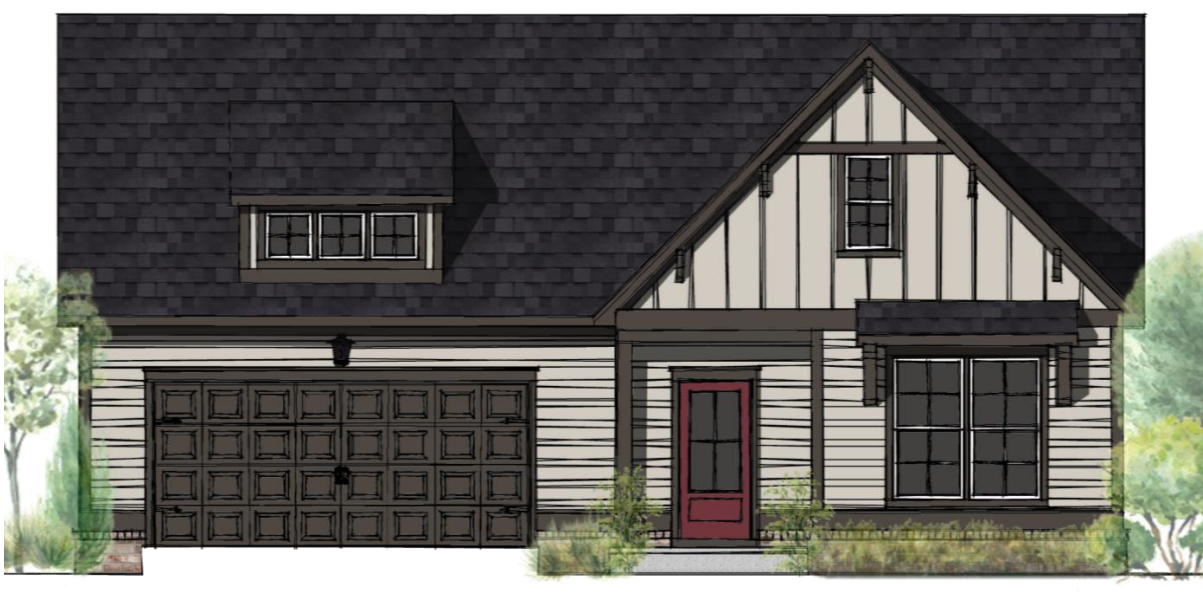
EMILYE "B"



CHATHAM "A"



CUMBERLAND "A"



SUTLER "A"



NEWPORT "B"



MAGNOLIA "B"



HARPETH "B"



IVY "B"



STEEPLECHASE "A"



STEEPLECHASE "B"



MILEAH "A"



NEWPORT "A"



BRAXTON "A"



EASTON "B"



FENWICK "B"



FENWICK "A"



RaganSmith

OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: ARCHITECTURAL IMAGERY - SINGLE FAMILY

DRAWING NUMBER: A2

NOT TO SCALE





ANNA MARIA "A"

EMILYE "B"

SUSSEX "A"

HARPETH "B"

MILEAH "A"

CHATHAM "A"



NEWPORT "A"

ANNA MARIA "B"

IVY "B"

AMHURST "A"

MAGNOLIA "B"

NEWPORT "B"





HELENA "A"

LINDEN "B"

PATTERSON "A"

BRIDGEHAMPTON "A"

HIGHLAND "A"

HEALDSBURG "A"



AVONDALE "A"

BERKELEY "B"

HEALDSBURG "B"

DALTON "A"

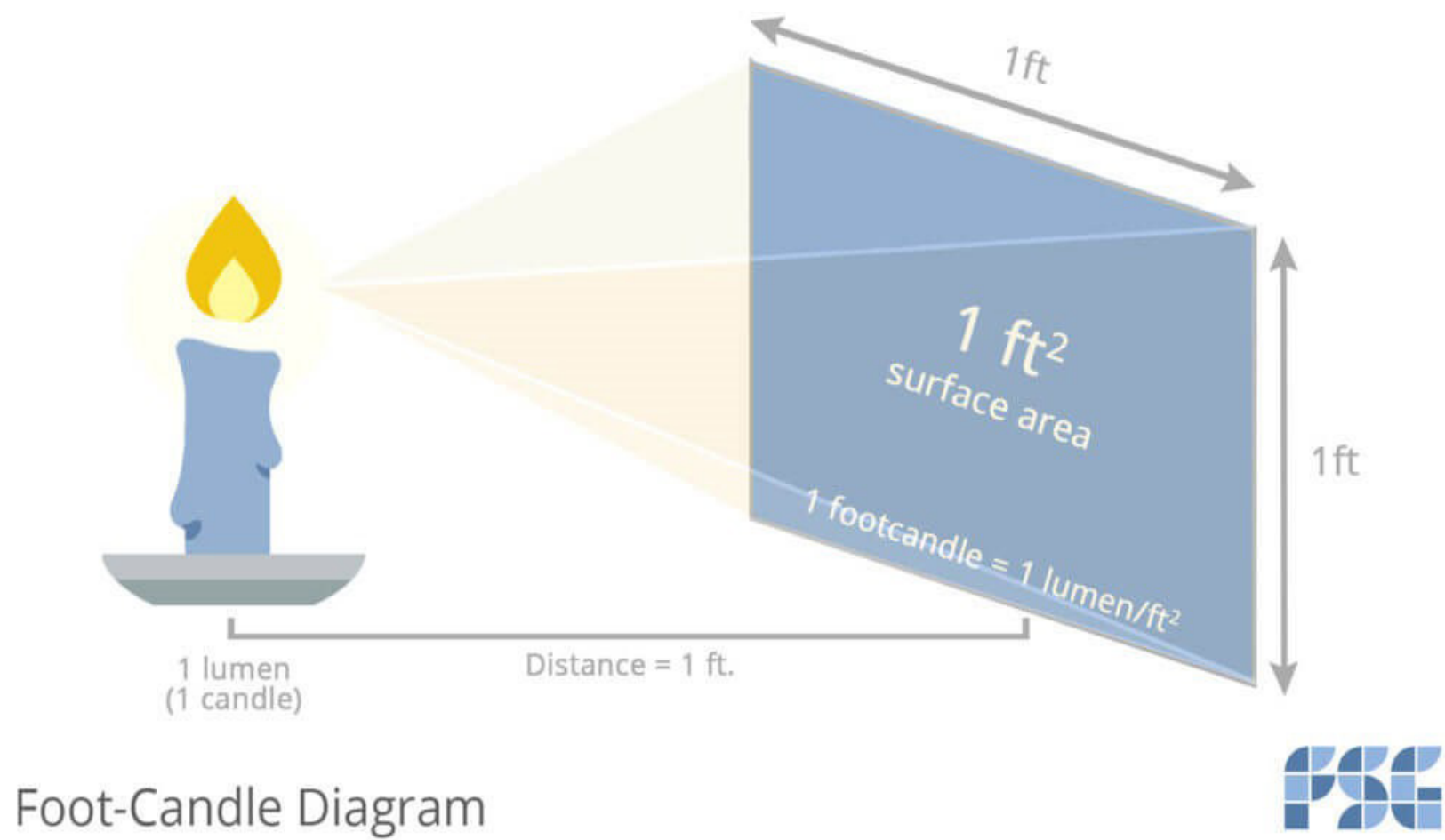
SARATOGA "A"

SONOMA "A"

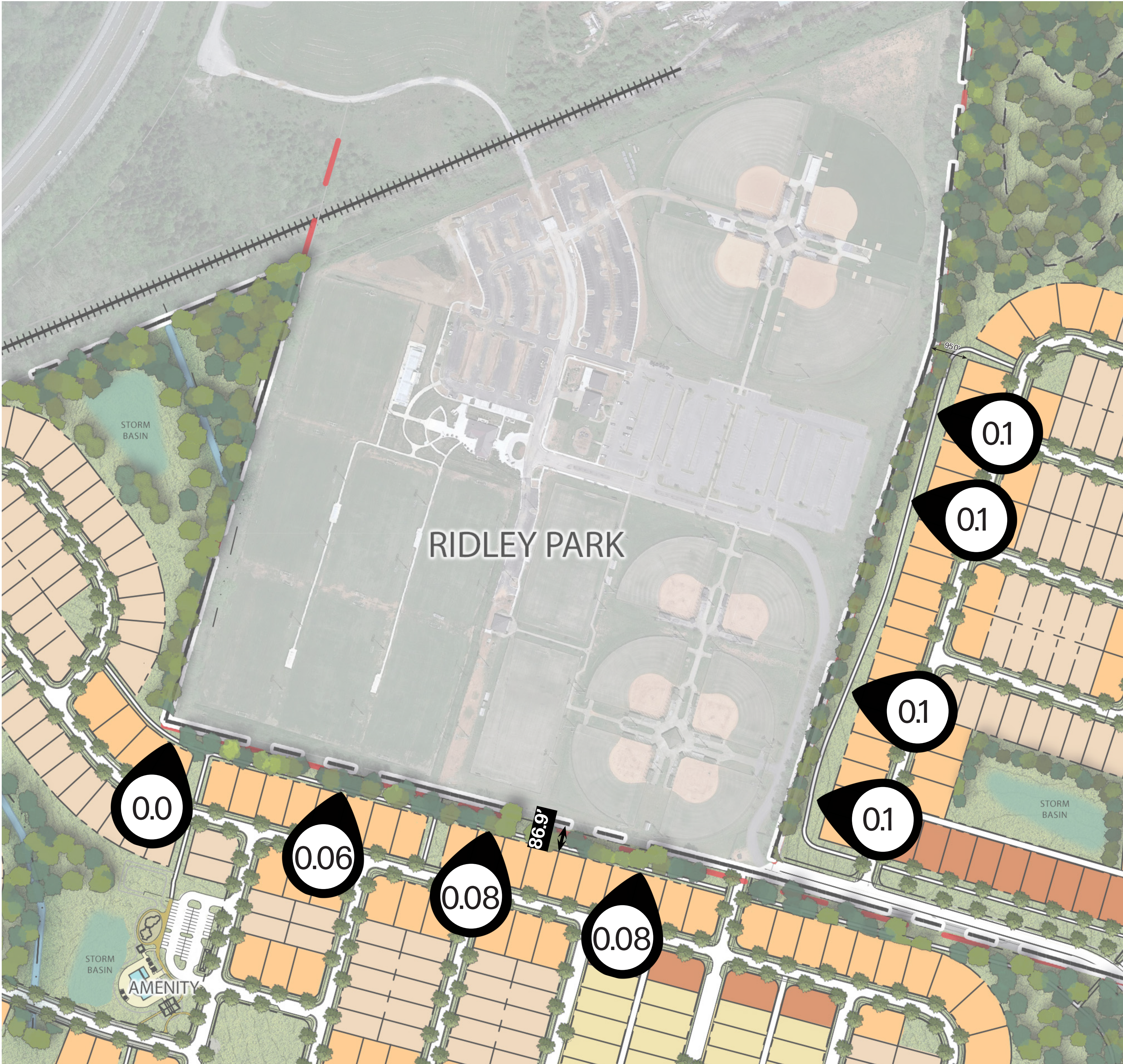


LUX RATING CHART

|            | Condition      | Light Level (LUX) | Foot Candles (FC) |
|------------|----------------|-------------------|-------------------|
| Day Time   | Sunlight       | 107,527           | 10,000            |
|            | Daylight       | 10,752.70         | 1,000             |
|            | Overcast Day   | 1,075.30          | 100               |
|            | Very Dark Day  | 107.53            | 10                |
|            | Twilight       | 10.75             | 1                 |
| Night Time | Deep Twilight  | 1.08              | 0.1               |
|            | Full Moon      | 0.108             | 0.01              |
|            | Quarter Moon   | 0.0108            | 0.001             |
|            | Starlight      | 0.0011            | 0.0001            |
|            | Overcast Night | 0.0001            | 0.00001           |



Foot-Candle Diagram



OLD ZION ROAD  
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: SPORTS LIGHTING IMPACT EXHIBIT  
DRAWING NUMBER: E1

NOT TO SCALE





# CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

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**STAFF REPORT** CONTACT INFORMATION

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Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

---

**APPLICATION NUMBER**

**22-0069**

---

**APPLICANT/PROPERTY OWNER**

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

---

**PUBLIC HEARING DATE**

**N/A**

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**PROPERTY ADDRESS/LOCATION**

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



# CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

## STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

## APPLICATION NUMBER

22-0069

## APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

## PUBLIC HEARING DATE

N/A

## PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

**SUMMARY OF REQUEST:** Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

## COMPATIBILITY with the COMPREHENSIVE PLAN

**Suburban Neighborhood.** The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

## PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.



**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

**RS-6 base zoning standards:**

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')



- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

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### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

---

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit*



*residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

---

#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

---

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in*

*effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*



*application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS**

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

#### **3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS**

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.



### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

---

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*

## TITAN Crash Data Search Results

Total Crashes found:

**34**

Total Injuries:

**14**

Total Fatalities:

**0**

Crashes w/injury:

**9**

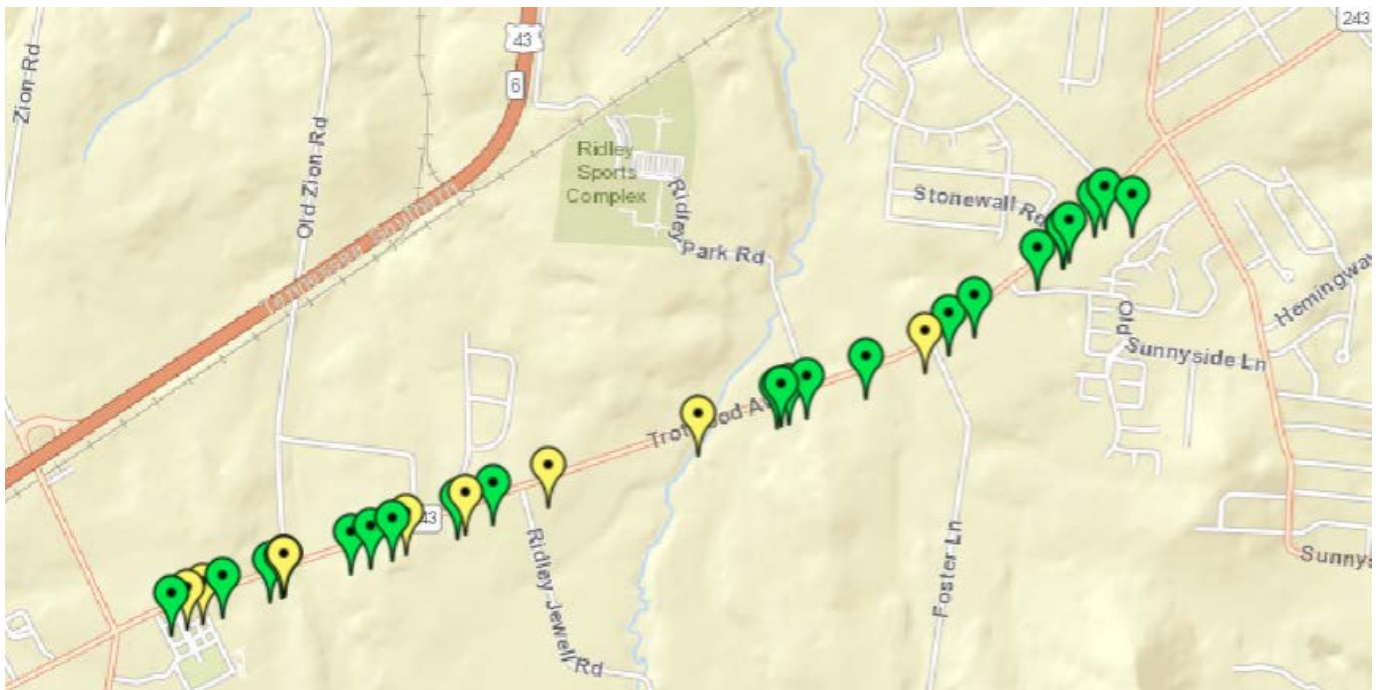
Crashes w/fatality:

**0**

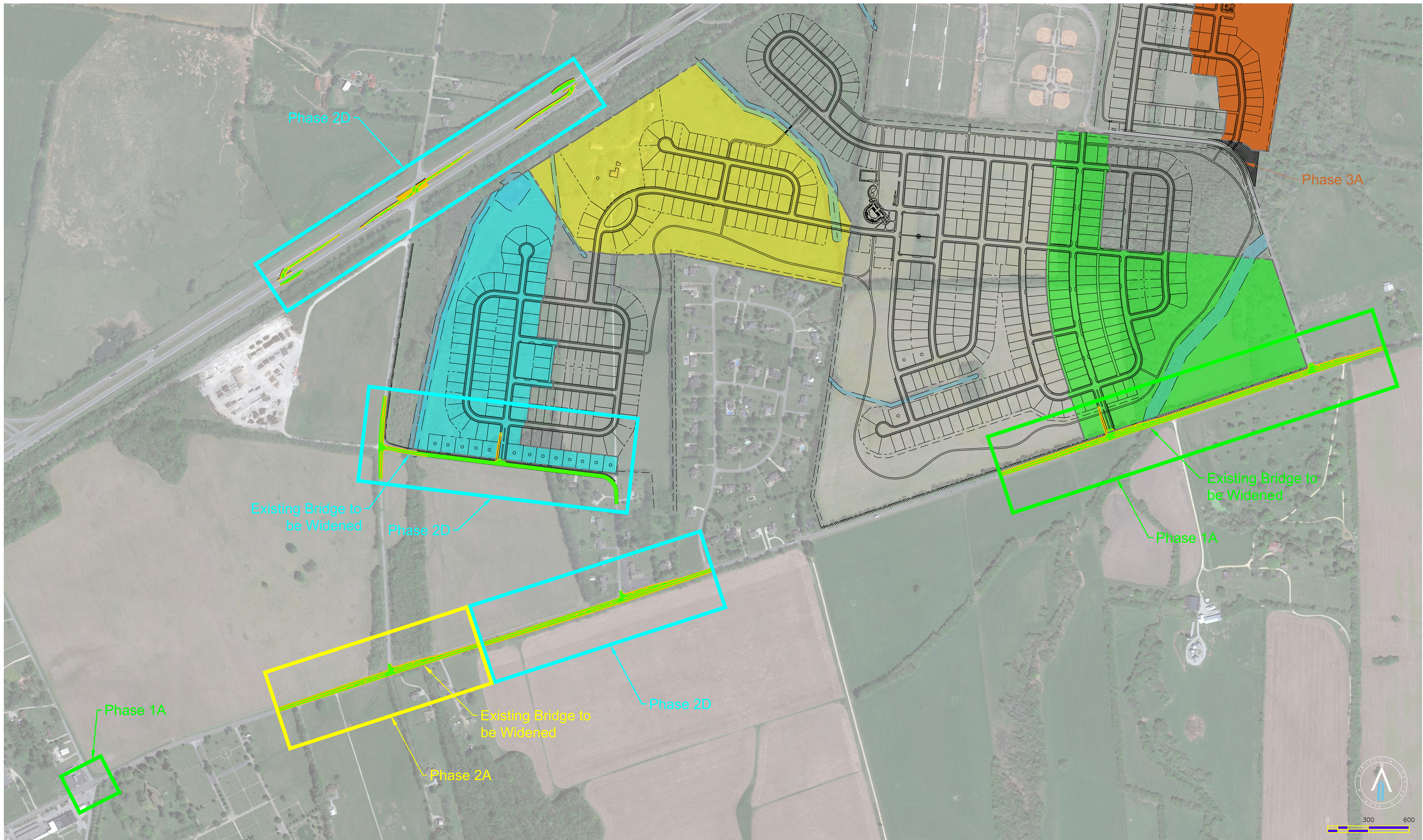
Crashes w/property damage:

**25**

| Property              |            | Value                 |  |
|-----------------------|------------|-----------------------|--|
| The Agency            | is one of: | Columbia Police Dept  |  |
| The Date of Collision | is between | 1/1/2019 and 6/9/2023 |  |
| The Roadway Name      | contains   | TROTWOOD              |  |
| The Block Number      | is between | 5030 and 6600         |  |







RaganSmith  
Nashville - Murfreesboro - Chattanooga  
ragansmith.com

# OLD ZION

## OFFSITE ROADWAY IMPROVEMENT PHASING

COLUMBIA, TENNESSEE





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Lindsay Barrier, Administrative Assistant, [lbarrier@columbiatn.com](mailto:lbarrier@columbiatn.com), 931.560.1527

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**AGENDA ITEM TITLE:**

**ORDINANCE NO. 4469 – FIRST REQUEST - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTION 12-102, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTION 12-102**

**RECOMMENDATION:** Approve Ordinance 4469. 1<sup>st</sup> Request

**INFORMATION:** This Ordinance will amend the currently adopted International Residential Code in order to be in compliance with Tennessee House Bill No. 799. This bill establishes the 2018 International Energy Conservation Code for one-family and two-family construction as amended by the State Fire Marshal rule 0780-02-23-.02 as the maximum enforceable regulation.

*SECTION 5. Tennessee Code Annotated, Section 68-120-101 (b)(2)(A), is amended by adding the following as a new subdivision:*

*(iii) For one-family and two-family construction, it has adopted the International Energy Conservation Code, published by the International Code Council, and is not more stringent than the state minimum standard adopted pursuant to subsection (a); and*

*SECTION 6. This act takes effect July 1, 2023, the public welfare requiring it.*





**AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY  
REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTION 12-102,  
PERTAINING TO THE BUILDING CODE AND ADOPTING NEW  
SECTION 12-102**

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 12, Chapter 1 of the Columbia Municipal Code, pertaining to the building code, is hereby amended by repealing and deleting Section 12-102 and replacing Section 12-102 as follows:

12-102. Modifications.

All Appendices to the International Residential Code, 2018 Edition, are adopted without amendment except for Appendix L (fees).

The following sections of the International Building Code 2018 Edition are amended as follows:

Section 101.1 Insert "City of Columbia, Tennessee"

Section 1612.3 Insert "City of Columbia, Tennessee"

Section 1612.3 Insert "most recent F.I.R.M. map or letter of map revision for that area"

The following sections of the International Residential Code, 2018 Edition, are amended as follow:

Section R101.1 Insert "City of Columbia, Tennessee"

Section R313 Automatic Fire Sprinkler Systems is not mandatory, pursuant to T.C.A. § 68-120-101(a)(8).

Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.

Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018

IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

Section N1102.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "l": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

The following sections of the International Energy Conservation Code (IECC), 2018 Edition, published by the ICC, are amended as follow:

Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.

Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.

Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.

12-103. Available in the recorder's office.

Pursuant to the requirements of 6-54-502 of the Tennessee Code Annotated, a copy of the international Business Code, 2018 edition, with the above modifications, will be made available in the city recorder's office and shall be kept there for use and inspection of the public. (Ord. #3469, July 2002, as replaced by Ord. #3657, April 2007, Ord. #3817, Aug. 2009, and Ord. #3973, April 2014, amended by Ord. #4180, Feb. 2018, and replaced by Ord. #4269, Dec. 2019 Ch8\_3-12-20, and replaced by Ord. #4469)



Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Sommar Jaynes, Purchasing Agent, [sjaynes@columbiatn.com](mailto:sjaynes@columbiatn.com), 931.560.1580

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**AGENDA ITEM TITLE: AN ORDINANCE TO AMEND THE CITY OF COLUMBIA PURCHASING MANUAL AS ADOPTED BY ORDINANCE NO. 4209 BY ADDING A NEW SECTION 3.15 ON CONSTRUCTION MANAGEMENT SERVICES AND BY CHANGING THE BID AMOUNT FROM \$25,000 TO \$50,000 AND THE PURCHASE ORDER AMOUNT FROM \$4,000 TO \$8,000 AT ALL PLACES WHERE IT IS REFERENCED IN THE PURCHASING MANUAL**

**RECOMMENDATION:** Approve Ordinance No. 4470 on first consideration.

**INFORMATION:** The Chief Financial Officer reviews financial policies and procedures periodically to ensure that such policies and procedures conform to changes in state law and to best serve the City of Columbia. Upon review of recent updates to MTAS purchasing guidelines, staff recommends revisions to stay up to date with State law.

The attached City of Columbia Purchasing Policy and Manual version 071323 proposes the addition of a new section (3.15) on Construction Management Services as well as updating the purchase order amount from \$4,000 to \$8,000 and the bid amount from \$25,000 to \$50,000 at all places where it is referenced in the purchasing manual.

**CERTIFICATION:**

**ATTACHMENTS:**





**AN ORDINANCE TO AMEND THE CITY OF COLUMBIA PURCHASING  
MANUAL AS ADOPTED BY ORDINANCE NO. 4209 AND AMENDED BY  
ORDINANCE NO. 4284 BY ADDING A NEW SECTION 3.15 ON  
CONSTRUCTION MANAGEMENT SERVICES AND BY CHANGING THE BID  
AMOUNT FROM \$25,000 TO \$50,000 AND THE PURCHASE ORDER AMOUNT  
FROM \$4,000 TO \$8,000 AT ALL PLACES WHERE IT IS REFERENCED IN  
THE PURCHASING MANUAL**

WHEREAS, rules and regulations governing the conduct of the City's purchasing are required to be approved by ordinance; and

WHEREAS, the City of Columbia has enacted a Purchasing Manual which outlines the purchasing policies and procedures to be followed by the City of Columbia; and

WHEREAS, it is in the best interest of the City of Columbia to amend its Purchasing Manual periodically, as needed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

**Section 1.** That the City of Columbia Purchasing Manual is hereby amended by adding a new section 3.15 which is attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** That the purchase order amount is hereby changed from \$4,000 to \$8,000 at all places where it is referenced in the purchasing manual.

**Section 3.** That the bid amount hereby is changed from \$25,000 to \$50,000 at all places where it is referenced in the purchasing manual.

**Section 4.** That all Ordinances or Resolutions or portions of Ordinances or Resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY  
OF COLUMBIA, TENNESSEE, this the 13<sup>th</sup> day of July, 2023.

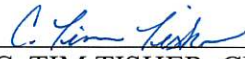
---

CHARLES (CHAZ) M. MOLDER – MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

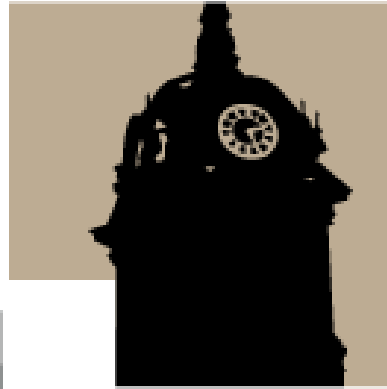
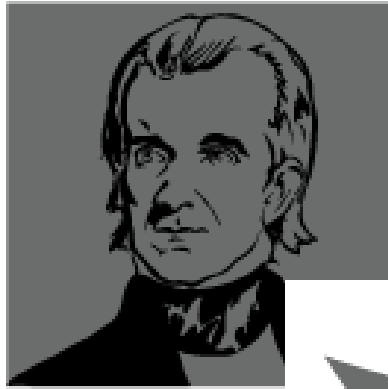
\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: 06/08/2023

Passed on 2<sup>nd</sup> Consideration: 07/13/2023

# Purchasing Manual

CITY OF COLUMBIA



T E N N E S S E E

Something good around every corner.

Purchasing Policy and Manual  
Council Adopted as  
Revised on May 14, 2020



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## **Foreword**

The purchasing policy and procedure manual for the City of Columbia 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. City Council is responsible for the establishment of 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 immediately upon approval by City Council and supersedes all previously issued policies, procedures, manuals, instructions or directives.

## SECTION 1: INTRODUCTION

### Role (1.01)

The role of purchasing is to support and enhance the mission of the City of Columbia 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.

### Purposes (1.02)

The manual sets forth the purchasing policies as established by City Council 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 Columbia purchasing policy embodies the following principles:

- Centralized authority over purchases with delegation of certain purchasing responsibilities to the employee and departmental level.
- Employment of competent personnel in all aspects of purchasing.
- Purchase of materials, supplies, contractual services, and equipment to maximize to the fullest extent the purchasing value of public funds.
- Standardization of procedures and specifications.
- Consolidation of requirements into bulk purchases.
- Promotion of competitive bidding or selection.
- Inspection of goods delivered in order to enforce contractual and specification compliance.
- Centralized coordination over transfer and disposal of surplus, obsolete, and salvage goods.
- 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 Columbia 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 5.02
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; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property as approved by the City Council.

7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.
9. The City Council reserves unto itself the final approval of all purchases that equals or exceeds \$25,000.00. The Mayor shall sign all contract and agreements.
10. It is the intent of the City to buy from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
11. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.
12. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining bids consistent with the provisions of this manual and developing more than one active source of supply for various products and services.
13. Acceptance of money, gifts, gratuity, other consideration or favors of any kind by any employee or official from anyone other than the City is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit. Reference Section 13 of this manual.

## SECTION 2: DUTIES & RESPONSIBILITIES

### Purchasing Agent (2.01)

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. Prepare and /or drafts all specifications for formal bids.
6. Provide administration for the City Procurement 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. Maintain accurate records of City owned assets and provide for a regular inventory of capitalized assets.
11. Have the authority to waive inconsistencies and irregularities in the bid process in purchases less than \$50,000.00 , with concurrence of the City Manager
12. Act so as to procure for the City all tax exemptions to which it is entitled
13. 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
14. Delegate purchasing authority to departments in accordance with applicable rules and regulations as set out in the purchasing manual.
15. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.
16. Provide contract administration.
17. 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 P-Card manuals and help insure that all policies are followed.
3. Communicate needs for supplies, equipment, services and materials to the Purchasing Agent with sufficient lead time so that procurements can be made using applicable purchasing manual procedures.
4. Utilize effective material requirements planning to maximize efficiency in the City procurement
5. Prepare clear and unrestrictive technical specifications or functional requirements when needed for products or services.

6. Review bid tabulation sheets or submitted proposals and inform the Purchasing Agent of the department's recommendations for award.
7. Send proper documentation to waive competitive bidding when declaring sole/single source procurement.
8. Promptly inform the Purchasing Agent of any contract compliance issues.
9. Inspect or supervise the inspection of materials, supplies, services and equipment delivered in order to determine that quality and quantity conform to specifications as requested by the Purchasing Agent
10. Endeavor to obtain as full and open competition as possible on all procurement or public improvement projects
11. Prepare standards and written specifications goods, services, professional services and public improvement projects as may be used by the department;
12. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Director's authority.
13. 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 \$50,000.00 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: PURCHASING METHODS

### Petty Cash (3.01)

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

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



**Procurement Card (3.02)**

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

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

The 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 3 purchases made by P-card under \$10,000 requires approval of the Finance Director and those between \$10,000 and under \$25,000 require approval by the Finance Director and City Manager.

**Direct Charge (3.03)**

An invoice which has been stamped, approved by the Department Director and submitted to the Finance Department may be paid as a direct charge provided that:

1. The purchase is under the threshold requiring a purchase order
2. Cannot be made using a purchasing card.

**Purchase Requisition (3.04)**

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services where the total purchase price exceeds the purchasing threshold described in Section 4.01 as a category 2 or higher purchase. This, however, is not a document which can be used to actually purchase goods or services. PRs are only requests for Purchase Orders to be issued. Reference Section 5.01.

**Purchase / Blanket Order (3.05)**

A Standard Purchase Order (PO) or Blanket Purchase Order (BO) is an agreement between the City and Vendor in which the City agrees to purchase the goods or services described on the purchase order and the vendor agrees to supply if accepted by the vendor. Purchase Orders can be thought of as a contract between the City and the vendor and as such has legal implications when properly authorized and approved. Purchase orders are issued by the Purchasing Agent after receipt and acceptance of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. Reference Section 5 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 (3.06)**

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 5.04. The City Manager shall be notified and approve all emergency purchases.

**Internet Purchase (3.07)**

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.

### **Price Quotes (3.08)**

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.06, all purchases between \$8,000.00 and \$50,000.00 (Category 3) require the opportunity for competition be given by solicitation of competent vendors. Competitive quotations are to be obtained by the requisitioning department for Category 3 purchases. A minimum of three (3) written or faxed quotations should be obtained for all such purchases. If less than three (3) quotes are received then the user must offer a written explanation for a lack of three 3 quotes. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the submitted Purchase Requisition.

### **Formal Quotes (3.09)**

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.05, all purchases that equal or exceed \$50,000.00 (Categories 4) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

### **Sealed Bid (ITB) (3.10)**

This method for purchasing goods and/or supplies that that equal or exceed \$50,000.00 is the most preferred formal bid method and is used when specifications are clear and pricing is the main focus. Reference Section 7.01 of this manual. Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard “list” pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

### **Sealed Proposal (RFP) (3.11)**

This formal method of procurement of goods, services and/or supplies that that equal or exceed \$50,000.00 is used when competitive sealed bidding (ITB) is not practical. Reference Section 7.04. Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met or function/use to which the purchase must meet. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Purchasing Division will request that vendors submit



their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

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

### **Acquisition of Professional Services (3.12)**

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

### **State Contracts and Other Government Agency Contracts (3.13)**

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

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

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

With the exception of State of Tennessee contract items, all other cooperative purchasing, piggyback or interlocal agreements must be approved by City Council by resolution prior to making any purchase. See TCA 12-3-1205.

### **Sole Source/Sole Provider Purchase (3.14)**

Sole source or a single source purchase is defined as being noncompetitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer. Reference Section 7.06 of this manual. 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.

### **Construction Management Services (3.15)**

For local construction projects or additions to existing buildings, a construction management agent or advisory services or construction at-risk services may be contracted. Construction management services may be performed by a qualified person licensed under the Contractors Licensing Act of 1994 or by a licensed architect or engineer. Construction management services are to be procured for each project through a RFP done by the Purchasing Agent. RFPs will indicate the service requirements and the factors used for evaluating the proposals. City employees may perform work on this project and may include the coordination and oversight of this work as part of the services of a construction manager agent or advisor. All construction work under the coordination and oversight of the construction manager shall be procured through competitive bid.

## SECTION 4: GENERAL GUIDELINES

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

### Purchasing Categories (4.01)

1. The purchase process is controlled by two components:
  - a. Established policy dollar amount.
  - b. Approving authority.  
 Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (*i.e. Department Director, Purchasing Manager, City Manager, or City Council*). Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, Purchasing Cards, and all Petty Cash.
2. Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See Section 15.
3. Purchasing Thresholds are as follows:
  - a. Category 1 - Purchases of \$0.01 to \$50.00
    - Types of Purchase: Petty Cash (\$50.00 *maximum*), Procurement Card.
    - Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
    - Approval: Department Director, employee with City issued credit card with sufficient limit.
    - Purchase Requisition and Purchase Order – **Not required**.



- b. Category 2 - Purchases of \$50.01 to \$8000.00
    - Types of Purchase: Procurement Card, or Direct Charge.
    - Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
    - Approval: Department Director, employee with City issued credit card with sufficient limit.
    - Purchase Requisition and Purchase Order – **Not required.**
  - c. Category 3 – Purchases of \$8,000.01 to \$49,999.99
    - Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) or Purchase Order.
    - Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department or division.
    - Approval: Department Director and Purchasing Agent.
    - 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.**
  - d. Category 4 – Purchases equal to or greater than \$50,000.00
    - Types of Purchase: Purchase Order.
    - Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.
    - Approval: City Council or City Manager, if emergency purchase – **Required.**
4. Purchases over \$49,999.99 must be approved and awarded by City Council. An analysis of all bids or proposals received and recommendation for award is required. The department, in lieu of preparing a formal analysis and recommendation, may agree to concur with the Purchasing Agent's analysis and recommendation. The Purchasing Agent will then prepare an Agenda Item for City Council and route for departmental approval and financial certification. Note: Purchasing Agent reserves the right to process Category 3 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. Council award or approval takes place only during regular Council 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. To this end, all items to be prepared and submitted to Civic Web in accordance with the annual agenda and meeting schedule. A Council Meeting Agenda Preparation Schedule is issued by the City Manager's office for each calendar year and is available on the City employee's website.

5. Category 5 – Emergency Purchases

Types of Purchase: Procurement Card, or Purchase Order

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

Approval: City Manager and ratification by City Council if Category 4 limits are applicable

Purchase Requisition and Purchase Order – Required if the purchase is a category 3 or higher purchase.

**Unauthorized Purchases (4.02)**

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 Columbia 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 (4.03)**

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 (4.04)**

The City of Columbia 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 5: PURCHASE REQUISITIONS / ORDERS

### Purchase Requisition (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. Data Entry of Requisition - A properly prepared requisition must, at a minimum, contain the information listed below:
  - a. Department/Location/ Date- Fill in your department name, date in the appropriate blanks.
  - b. Vendors – Enter the vendors and identifying information from which bids were obtained in the columns provided.
  - c. Ship to – Shipment will be to the main department location unless otherwise indicated on the requisition.
  - d. Method/Terms – Enter shipping FOB term.

- e. Quantity – Defaults as 1, but can be changed to the number of units being requested.
  - f. UOM – The unit of measure for the item. Typical is EACH, LB, FOOT, SUM, etc.
  - g. Unit Price – Include the unit price or extended price, which may be a “quote” price received.
  - h. Extended Price – Quantity x Unit Price
  - i. Freight – Enter a freight cost, if needed.
  - j. Description – Give a precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, provide a manufacturer’s brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or “equal.” Indicate if the item is known to be on GSA (Federal), State or other contracts and note the contract number.
  - k. Account Number – Indicate the expenditure code of your department. Particular attention should be given to coding the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation.
4. Release of Requisition - Once the requisition has been completed, it will require Department Director approval. The requisition is then forwarded to the Purchasing Agent for review.
- a. Purchasing Agent will review the requisition to determine if it is properly prepared, has the required account codes, budget, quotes, approvals, and adequate description. If information is incomplete the requisition will be rejected.
  - b. A Purchase Requisition may be corrected by the Purchasing staff or rejected and returned to the issuing department for any one of the following reasons:
    - Lack of proper signature.
    - Lack of proper support documents (written quotes, sole source justification, or “piggyback” verification).
    - Unauthorized purchase.
    - Incorrect account numbers have been used.
    - Improper vendor selected.

- Insufficient account balance available.
  - Insufficient budget approval for capital items.
  - Contract number and/or start and end date not shown.
  - Vague or incomplete description.
  - Unit price discrepancy.
  - Other reasons not stated above.
3. Once review and authorizations are completed, the Purchasing Division will encumber the funds. The Purchase Requisition is then converted to a Purchase Order and sent back to the requesting department. The requesting department shall then be responsible for placing the order, forwarding the original (white) copy of the purchase order to the vendor as may be required.

### **Standard Purchase Order (5.02)**

1. Purpose - The Standard Purchase Order, a/k/a “Regular Purchase Order” or “Normal Purchase Order” is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services of \$8,000.00 or more.
2. When Issued - A Standard Purchase Order shall be issued by the Purchasing Agent only against Purchase Requisitions approved by a Department Director.
3. How to Prepare - The Standard Purchase Order is prepared from the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.
4. Routing of Standard Purchase Order - The Purchase Order shall be printed and disbursed as below:
  - a. Vendor Copy (White) – hard copy may be mailed directly to vendor by the Purchasing Agent or returned to department for mailing.
  - b. Department Copy (Canary Yellow) – sent to requisitioning department for departmental record
  - c. Purchasing Copy (Pink) – retained by the Purchasing Agent.
  - d. Accounts Payable (Goldenrod) – sent to accounts payable

### **Blanket Purchase Order (5.03)**

1. Purpose - Blanket Purchase Orders (BPOs) are used throughout the City for the purchase of small dollar repetitively purchased items where the exact quantity



needed is not identified at the time the BPO is issued. BPOs reduce the quantity of paperwork and decentralize the ordering of materials and/or services on a day-to-day basis.

2. When Used - A blanket purchase order is issued to a vendor, against which multiple purchases may be made for a specific period of time, often establishing fixed price, term, and other conditions. Similar to a Standard Purchase Order, City department funds are encumbered upon the establishment and issuance of the BPO. A Blanket Purchase Order is also useful for repeated purchases of the same type of commodity item or service by a department. This eliminates the need for department submittal of multiple Standard Purchase Orders - issuing a single Purchase Requisition for a Blanket Purchase Order.
3. How to Prepare
  - a. The Blanket Purchase Order is prepared from a purchase requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors. At a minimum, the Purchase Requisition should contain:
    - Items or types of items authorized for purchase.
    - Item prices (when available) or total purchase order amount.
    - Specified term.
    - Name of the user.
  - b. If a using department plans to only issue one or two purchases from the BPO over a specified time period (term), then a Standard Purchase Order should be used for each purchase instead.
  - c. A single purchase transaction is the total cost for that transaction and includes all associated components (*i.e. shipping, delivery, etc*). A single transaction cannot exceed \$8,000 unless:
    - Pricing is based on written quote, bid or contract pricing from the City of Columbia 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 \$8,000 , 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.
  - e. A Blanket Purchase Requisition equal to or exceeding \$50,000 requires City Council 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 (5.04)**

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 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 Director 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 \$8,000.00 and \$50,000 (Category 3) - Process 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 \$50,000.00 (Category 4) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents. The City Manager must request City Council 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.



### **Purchase Order Exceptions (5.05)**

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 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.

### **Purchase Order Changes or Cancellation (5.06)**

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

### **Receiving, Inspection, and Testing (5.07)**

1. Receiving and Inspecting - The PO face identifies the location or department the materials and/or supplies are to be delivered. It is the responsibility of the using department to:

- a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order. The following are steps to take when receiving material:
    - Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
    - Check for visible damage. Note on all receipts.
    - Check for concealed damage – make note of broken or crushed containers.
    - In signing a delivery receipt add "except for concealed damage, if any."
    - Notify carrier in writing of any damage found and request an inspection.
    - If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage."
  - b. After determining that there is no damage and the correct product and quantity have been received, sign the accompanying invoice. Any discrepancies should be noted and the vendor should be contacted immediately and made aware of the discrepancy.
2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing 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 (5.08)**

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 Accounts Payable in the Finance Department.

Required data shall be completed as follows:

1. Invoice for PO payment: Enter receipt date, entire PO number, accounting codes and amounts to which the Invoice is to be charged, and authorized signature.

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



## **SECTION 6: PO MAINTENANCE**

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

### **Review of a Change Order Request (6.01)**

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

### **Processing Change Order Requests (6.02)**

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

**PO Maintenance Requiring City Manager or Council Approval (6.03)**

PO maintenance that brings the total value of the Purchase Order to \$ 50,000.00 or more, must receive City Manager approval and may further require City Council approval before further processing. NOTE: PO maintenance that decreases the orders total, even though the original was approved by Council, does not require additional Council approval. PO maintenance requiring City Manager or City Council approval must be submitted to Purchasing with documentation explaining the need for the increase. Purchasing will review and validate change as per contract. If Purchasing agrees that a PO maintenance request is valid, then Purchasing will prepare and submit a Consent Agenda Item in CivicLive and copy the using Department for placement on the City Council Agenda.

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

## SECTION 7: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 7.06, all purchases that equal or exceed \$50,000 (Category 6) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

### **Formal (Sealed) Bids [ITB] (7.01)**

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. Propose - Before proceeding with any bid, Purchasing must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the City through bonds and insurance? Will the contract provide a onetime purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.
2. Vendor Selection - A vendor list sufficient to generate at least three responses is required for all purchases that equal or exceed \$50,000.00 . Potential suppliers may be located by using the following resources:
  - a. City of Columbia bidder database
  - b. State purchasing contracts
  - c. Product catalogs
  - d. Telephone directories
  - e. Purchasing records
  - f. Thomas Register
  - g. Department Director recommendation
  - h. Trade journals
  - i. Salesperson
  - j. Internet
  - k. Vendor Registry



3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given.

Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in Columbia. 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 Columbia's website, [www.columbiatn.com/government/finance](http://www.columbiatn.com/government/finance) 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 Columbia through mail, email or telephone regarding outstanding bidding opportunities. Placement on the bidders list does not guarantee receipt of an ITB or RFP. It is the vendor's responsibility to check out bid notices posted by Purchasing.
5. Pre-bid Conference - A mandatory or non-mandatory pre-bid conference may be held with prospective bidders and concerned City staff on complex procurement projects. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, and local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that may be derived from conferences are:
  - a. The number of changes in specifications can be reduced.
  - b. Competition may be stimulated by interesting more prospective suppliers.
  - c. Conferences tend to insure that qualified suppliers will submit quotations and tend to discourage submission by suppliers who are not qualified to perform the work or supply the goods.

- d. An opportunity is given to discuss schedules. This is particularly valuable when hard to get or special materials and equipment is involved.
- e. An opportunity is given to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

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

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

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

- 6. Issuing Addenda - Once an invitation to bid has been issued, no changes in the specifications can be made unless an addendum is issued, clearly pointing out such changes. All addenda shall be issued at least 48 hours prior to bid opening date, unless waived by the Purchasing 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 has created a bid format, which provides the “boilerplate” or general terms and conditions of the bid. Care is taken that appropriate protection is afforded the City through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the City in the event of a vendor default or noncompliance.
8. Bid Conditions - In addition to the general conditions or “boilerplate,” most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of his/her bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30 day delivery will be eliminated, even though his furniture may meet all physical specifications. Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.
9. Bid Specifications - Except for some City wide contracts, specifications for all departmental bids should be provided by the requesting department, preferably in Word format. Reference Section 8, 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 - Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

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

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

12. Receipt of Bids - Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:
- a. Vendor Name.
  - b. Due Date (month, day, year).
  - c. Time Due (hour/ a.m. or p.m.).
  - d. 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 City Manager's Office, 700 North Garden St; Columbia, TN 38401. Purchasing is located in the City Hall Building, Third Floor, Downtown Columbia. 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 consider public record and available to access by the public.

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

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

16. Waiver of Informalities - Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These “minor” informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction. The difference between a minor informality and a failure to conform to the essential



requirements of the invitation may be difficult to determine without legal advice.

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

17. Alternate Bids, Approved Equivalents - The bidder may offer any brand for which he/she is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Columbia 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 ask to promptly and thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsible, responsive bid meeting specifications should be awarded the contract. The Purchasing Agent shall also review the bids and become familiar with the bids in order to

advise and/or assist the department in its recommendation for award. With the exception of the tabulated bid prices, all other bid information is not available for public review until a recommendation to award has been forwarded to City Council.

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 Columbia.
  - b. Bidder's business office is located within Maury 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 13.04.

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 City Council consideration depending upon approval threshold.

Purchasing staff will prepare a City Council 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 City Council approval or award, Purchasing and/or department will prepare a requisition for the award.

### **Local Vendor Preference (7.02)**

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 support by the National Institute of Government Purchasing (NIGP).

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

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

### **Formal (Sealed) Proposals – Request for Proposals (7.03)**

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. All committee meetings may be open to the public. 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 Council consideration. Reference Section 4 of this manual. The City currently has no local business or minority preference in the award of a proposal.

#### **Bid/Proposal Documents and Meetings (7.04)**

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 member, or City staff analysis of a project are not exempt from public record.*

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

### **Bidder Protest (7.05)**

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

#### **1. Definitions**

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

Protest – A formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement

process. A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process.

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

## 2. Types of Protest

There are three basic types of protests:

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

## 3. Protest of Specifications (Prior to Bid Opening)

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



4. Protest of Award Recommendation (*After Bid Opening*)

- a. Any protest after the bid opening, including challenges to actions of any evaluation of the selection committee shall be submitted in writing to the Purchasing Agent.
- b. The Notice of Intent to File a protest must be received by the Purchasing Agent no later than 4:00 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. Reference Section 4.01 of this manual.
- 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 Circuit Court of Maury County Tennessee, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

6. Filing For Protest - All protests must be filed in writing with the City of Columbia, Purchasing Agent, 700 No Garden St, Columbia, Tennessee 38401.

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 (7.06)**

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

4. Emergency Purchases – Emergency purchases are allowable when certified by a Department 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.

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 (7.07)**

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

1. Funds are available for the first fiscal period of the contract /award.
2. Extensions of the contract /award for subsequent fiscal years are subject to availability and appropriation of funds. Solicitation for a multi-year contract / award shall include a non-appropriation clause.
3. TCA 7-51-911 provides that contracts for the purchase of gasoline and diesel fuel are limited to twenty four (24) months.
4. Contracts for capital improvement property may not exceed forty (40) years or the useful life of the property whichever is less. 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 City Council may enter into a contract or bid award for a period exceeding three (3) years when the City Council deems the contract or award in City's best financial interest to approve a longer term.

## SECTION 8: SPECIFICATIONS

### **Purpose (8.01)**

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 (8.02)**

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 requires.
  - 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 (8.03)**

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 III (Sole Source Procurement).

## **Specification Development and Approval (8.04)**

### **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 prepare specifications excepting public improvements that will be prepared by the City Engineer or Wastewater Director.
- 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 (8.05)**

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 9: BONDS AND INSURANCE

### Bonds (9.01)

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

1. Bid Bond - This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he/she wins the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he/she fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid Bonds may be required where the contract price exceeds \$25,000.
2. Performance Bond - This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/ or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed and the City may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract.
3. Payment Bond - This bond guarantees payment of subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the City. The payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract.
4. Labor & Material Bond - Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.



5. Letter of Credit Preferred in the case of certain construction projects or multiyear contracts. Must be irrevocable.

### **Insurance Terms and Conditions (9.02)**

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of Columbia as an “additional insured” party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, or construction. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, or contracts on an as-needed basis. Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City’s interests.

1. City Defined - The term City (wherever it may appear) is defined to mean the City itself, its Council, officers, employees, volunteers, representatives, and agents.
2. Other Party Defined - The term Other Party (wherever it may appear) is defined to mean the other person or entity which is party to an agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.
3. Hold Harmless - The Other Party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting there from, arising out of an agreement, contract, or lease unless such claims are a result of the City’s sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of an agreement or contract, unless such claims are a result of the City’s sole negligence.
4. Payment on Behalf of the City - The Other Party agrees to pay on behalf of the City, and to pay the cost of the City’s legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

5. Loss Control/Safety - Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

### **General Insurance Requirements (9.03)**

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Other Party. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement or contract. Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies. The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention. Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease. If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements. For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

### **Certificates of Insurance (9.04)**

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

### **Basic Insurance Coverages Required (9.05)**

1. Commercial General Liability - Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with a Best's rating of no less than A. All policies shall be on an occurrence made basis; The City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
2. Professional Liability - The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation,



to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.

3. Business Auto Policy - The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.
4. Workers Compensation Coverage - The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.
5. Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Columbia, a political subdivision of the State of Tennessee, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of Columbia," political subdivision of the State of Tennessee, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of

this agreement to exceed the above City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

### **Selection of Insurance Requirements (9.06)**

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

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

### **Insurance Selection Procedure (9.07)**

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



## SECTION 10: REQUEST FOR PROPOSALS OR QUALIFICATIONS

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.

### Definitions (10.01)

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 – Guidelines (10.02)**

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

### **Competitive Selection – Procedures (10.03)**

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.

7. Recommended criteria for evaluation of proposals include:
  - a. Prior experience with projects of similar size and complexity
    - Number of similar projects
    - Complexity of similar projects
    - Three references (Contact name & telephone number)
  - b. Past record of performance for the City
    - Project name, dates, cost
    - 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

#### **Competitive Negotiation (10.04)**

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 (10.05)**

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.

#### **Professional Services (10.06)**

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

#### **Prohibition against Contingent Fees (10.07)**

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

### **Emergencies (10.08)**

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

### **Federal and/or State Funded Projects (10.09)**

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section (10.09) 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 Columbia, TN, hereinafter in section 10.09 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.

#### Section:

##### 1. Consultative Evaluation Committee

- a. **Establishment of a Consultant Evaluation Committee:** The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- b. **Role:** The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.

- c. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

## 2. Prequalification of Consultants

- a. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- b. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
- c. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
  - Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
  - Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
- d. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- e. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.



- f. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

### 3. Competitive Negotiation Procurement Procedure

#### a. Confidentiality of Data and Records Retention

- To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
- Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
- In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
  - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
  - Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

- When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

b. Solicitation

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

- For all contract types, the solicitation shall address:
  - Contact information at the Agency for project specific questions;
  - The specific location where the Letters of Interest should be mailed or emailed;
  - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
  - A detailed scope of work, including:
    - The purpose and description of the project;
    - The services to be performed;
    - The deliverables to be provided;
    - The estimated schedule for performance of the work; and
  - The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - The qualifications of consultants needed for the services to be rendered;
  - Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;

- The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
- Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
- The contract type and method of payment; and
- Any special provisions or contract requirements associated with the solicited services.
- For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

c. Consultant Evaluation Criteria

- The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
  - For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - Specialized expertise;
    - Professional licensure;
    - Staff capabilities of prime consultant;
    - Size of project and limited or unlimited prequalification status; and,
  - For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:



- Workload capacity; including amount of work under contract with the Agency, if applicable
  - Past performance on Agency Projects;
  - Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
  - Other factors including interviews and demonstrations, as approved by the Agency; and
  - Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
- If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
  - For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
  - For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
    - A need has been established for a consultant to provide a local presence;
    - A local presence will add value to the quality and efficiency of the project; and
    - Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
    - If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

d. Evaluation, Ranking and Selection

- Phase I Evaluation
  - Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
  - Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
  - Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
  - The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.
- Phase II Evaluation
  - The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
  - A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.

- Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
    - The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.
  - Phase III Evaluation, Ranking, Selection and Notification
    - If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
    - Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
    - The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.
- e. Negotiation of Contract
- The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.
- Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:



- Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
- A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

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

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

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
- The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated

using the following formula: Fixed Fee = 2.35 x Direct Salary x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).

- The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
  - Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
  - The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.
- f. Contract Development and Execution
- In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
  - The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
  - The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.

- Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
  - Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
  - The Agency shall maintain a record of the negotiations and all required approvals.
  - Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the section shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.
- g. Contract Administration
- Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change subconsultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
  - After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, which project development is



commensurate with project billings, and that work does not deviate from the contracted assignment.

- Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.
- A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### h. Contract Modifications

- A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.
- No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.

- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.
- i. Contract Accounting Policies
- Indirect Cost Rate – Basic Agreement or Contract
    - Federally funded projects: The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
      - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
      - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
      - If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
    - State funded projects: Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
  - Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.
  - Fixed Fee Payment:

- For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
  - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
  - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:
  - Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to



perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.

- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
- Direct Costs
  - Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
  - The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
  - Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
  - The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the

consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

j. Geotechnical Contracts

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

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

k. Sub-consultants for Engineering Services

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

- Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

#### 1. Sub-consultants Not Covered Under Engineering Services

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

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
- The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

#### 4. Noncompetitive Negotiation Procurement Procedure

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment



completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

## 5. Small Purchase Procurement Procedure

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

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

## 6. Technical Service Procurement Procedure

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

## ATTACHMENT A – Consultant Selection for Locally Managed Projects

| Size of Project                                                                                                                                                                                                                                                                                                                                                                                              | Type of Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Procurement Requirements                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SMALL projects</b> <ul style="list-style-type: none"> <li>Must have a full-time employee on staff with experience managing transportation projects.</li> <li>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.</li> </ul> | <ul style="list-style-type: none"> <li>Transportation Alternatives</li> <li>intersection improvements without significant ROW (under one acre of disturbance)</li> <li>Safe Routes to School</li> <li>resurfacing</li> <li>striping</li> <li>signing</li> <li>guardrail installation</li> <li>signalization</li> <li>some bridge replacement projects (under one acre of disturbance)</li> <li>non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>low-risk and exempt ITS</li> </ul> | <ul style="list-style-type: none"> <li>Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul> |
| <b>MID-RANGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, fulltime professional engineer on staff.</li> <li>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.</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>roadway widening</li> <li>realignment of existing roadway</li> <li>signalization projects with the addition of turn lanes</li> <li>intersection improvements with significant ROW (over one acre of disturbance)</li> <li>bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>high-risk ITS</li> </ul> | <ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>                |
| <b>LARGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, fulltime professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>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.</li> </ul>                         | <ul style="list-style-type: none"> <li>construction of new facilities</li> <li>widening of existing roadways</li> <li>realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>environmental clearances that require an EIS</li> </ul>                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>                |

## **ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services**

### **Vehicle Reimbursement Schedule**

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

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
AGENCY HEAD DATE



## SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT

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

### **Policy (11.01)**

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

### **Definitions (11.02)**

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

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

Capital Assets – An asset or group of assets whose acquisition cost is \$5,000.00 or more and whose expected useful life is more than one year.

Controllable Asset – An asset or group of assets whose expected useful life is greater than one year but whose acquisition cost is less than \$5000.00 and whose nature or marketability may subject the asset to potential loss or theft. Controllable assets include but are not necessarily limited to computers and other electronic devices, guns, communication equipment, certain tools and other equipment.

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

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

### **Roles and Responsibilities (11.03)**

1. The Purchasing Agent shall be Fixed Asset Manager whose primary duties shall consist of the following:
  - a. Maintain asset records for all fixed assets.
  - b. Insure that all fixed assets are properly and adequately tagged or otherwise identified as property of the City of Columbia.
  - c. Coordinates the inventory of all fixed assets.
  - d. Maintains complete and accurate insurance schedules for fixed assets consistent with City policy.
  - e. Provide for the disposal or transfer of all surplus fixed assets in a manner consistent with the best interest of the City.
2. Department Heads /Directors shall be responsible for:
  - a. Safekeeping and maintenance for all fixed assets assigned to and or purchased for their respective departments.
  - b. To insure that the use of all assets is consistent with City policies and procedures.
  - c. Timely identification and reporting of all fixed assets no longer needed by their department.
  - d. Insuring that the inventory of fixed assets is accurately completed in a timely fashion.
  - e. The appointment of a departmental inventory coordinator.
3. Departmental Inventory Coordinator shall be responsible for:
  - a. Coordinating and or conducting the physical inventory of fixed assets at the respective department.
  - b. Assisting with the identification of new, surplus and transferred assets by completing and submitting equipment control forms as required.
4. Employees shall be responsible for:
  - a. The care and maintenance of City property within their control or possession.
  - b. Insuring that City property is controlled according to the policy and procedure set forth herein.

### **Control and Identification (11.04)**

1. Control - City property, assets and/or equipment are to be used only in the performance of City duties. It is not the policy of the City to lend City property to individuals or organizations or to permit members of the staff to use City property and/or equipment for their personal use. Removal of City property from buildings and/or grounds of the City for purposes other than City business is strictly prohibited.
2. Identification - All capital and controllable assets shall be properly identified and/or tagged in such a manner as to clearly mark the asset as City of Columbia property.
  - a. Titled and registered vehicles and heavy equipment may be sufficiently identified by serial number and therefore do not require a City asset tag; however, if the serial number becomes damaged or obscured the department inventory coordinator shall request a fixed asset tag to be placed on the vehicle or equipment. In most instances these vehicles shall further be identified with City logo, seal, or name affixed to the exterior.
  - b. All capitalized and controllable equipment shall be identified with a City fixed asset tag unless exempted. Tags will be placed near or adjacent to the manufacturer's nameplate when possible and/or in a position for easy sighting. Additional identifying information such as serial or model numbers will be recorded or verified at this time. Certain equipment may require tag numbers be "etched" or written with a permanent marker. The department inventory coordinator shall request a replacement tag when and if the existing tag is lost, damaged or obscured.
  - c. Assets may be exempted from tagging due to the nature or use of the asset. Exempted assets shall be identified as to specific location and/or employee to which they are assigned. Assignment and location must be updated as necessary. Examples of exempted assets include but not limited to guns and weapons and covert police equipment.

### **Inventory (11.05)**

Inventories are necessary to verify the existence and condition of assets purchased by the City. It is key to controlling costs and securing public trust in government operations.



1. Frequency – Fixed assets, both capitalized and controllable, excluding real estate will be inventoried every two years on a rotating basis following the schedule below:
  - a. Even Numbered Years.
    - Parks & Recreation, January - February
    - Police, September - October
    - City Hall, November - December
    - Emergency, Management - March
  - b. Odd Numbered Years.
    - Public Works, November - December
    - Fire & Rescue – September, October
    - Wastewater, January - February
  
2. Procedure – A list of all fixed assets will be prepared by the Fixed Asset Manager and distributed to the departmental inventory coordinator according to inventory frequency schedule. The Departmental Inventory Coordinator shall then be responsible for conducting the physical inventory of all items listed.
  - a. Serial numbers and asset tag numbers shall be verified to the physical asset.
  - b. Any item missing an asset tag shall be flagged and another asset tag will be issued.
  - c. Assets shall be assessed as to the general condition and noted on the inventory list.
  - d. Changes in asset location shall be noted to aid with future inventories.
  - e. Full effort shall be made to account for all assets.
  - f. Missing assets shall be clearly indicated on the inventory listing.
  - g. The Fixed Asset Manager will prepare a list of all missing assets for review by the Department Director and reported to City Council.
  - h. In most instances, Departments have been given two months during which to complete the asset inventory. The completed inventory list shall be signed by the department inventory coordinator and Department Director and returned to the fixed asset manager by the 15<sup>th</sup> of the month following the completion of the inventory.
  
3. Real Estate – Will not be subject to annual inventory.

## Disposals of Surplus Property (11.06)

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

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

- f. Enterprise funds are not allowed to transfer assets or supplies to non-enterprise funds or between enterprise funds without being reimbursed the fair market value of the asset being transferred.
  - g. The Fixed Asset Manager shall update the asset records to reflect all transfers.
- 1. Trade In – Assets may be traded in for similar assets provided that the City is receiving fair market value for the assets being traded and the asset being acquired is also valued at fair market.
  - a. Assets considered for trade in shall have an equipment control form completed and submitted to and approved by the fixed asset manager prior to the consummation of any transaction.
  - b. Trade in of assets valued \$10,000 or more shall be noted in an agenda item for Council approval disclosing the asset being acquired, its value and trade in allowance being offered and statement of fair market value of the asset being traded.
  - c. The Fixed Asset Manager shall update the asset records to reflect all trade in.
- 2. Disposals – Final disposal of surplus property will be coordinated by the Fixed Asset Manager.
  - a. The City Council shall approve or ratify the disposal of all surplus property.
  - b. The Fixed Asset Manager will prepare an agenda item for Council approval.
  - c. Accepted disposal methods are :
    - Public Auction – may be online or live auction
    - Trade In – see procedure above
    - Sealed Bid – After proper and adequate advertising
    - Recycling – May be applicable to metal, oil
    - Discard – Last disposal method to be considered
    - Donation – If approved by City Council
    - Abandonment – In the case of right of ways and certain real estate
  - d. Proceeds from disposals shall be credited to governmental fund from which the asset was purchased.
  - e. The Fixed Asset Manager shall update the asset records to reflect all disposals.
  - f. City employees, with the exception of the fixed asset manager, are allowed to bid on surplus property being sold in an open public market



such as public auction or sealed bid. City employees are prohibited in engaging in the recycling or discard of City property.

### **Theft, Loss or Damage of City Property (11.07)**

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

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

### **Scrap Metal (11.08)**

The sale of scrap metal is regulated by the State of Tennessee as covered in Title 62 Chapter 9 of the T.C.A. The City of Columbia will conform to those regulations when selling any scrap metal.

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

## SECTION 12: VENDOR RELATIONS

### Vendor Relations (12.01)

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

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

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

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

**NOTE:** Vendors may make application by accessing the City's Finance Department webpage [www.columbiatn.com/government/finance](http://www.columbiatn.com/government/finance), then selecting the "Purchasing" subpage and selecting Vendor Registry. A paper application is available upon request.

## **Code of Ethics and Conduct (12.02)**

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 Columbia 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 Council in open session.

### **Complaints by Vendors (12.03)**

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

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

Vendor Protest – The process for handling a protest related to a bid or the award thereof is included in Section 7 of this manual.

## Debarment of Vendors (12.04)

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

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



## SECTION 13: TRAVEL POLICY

### Purpose (13.01)

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. Permissible functions are conventions, luncheons, meetings, seminars, and training sessions that are related to the operations of the City of Columbia. Reimbursement for travel shall be limited to the amount of funds budgeted within the respective departments.

### Authorization to Travel (13.02)

Travel must be approved in advance. Prior authorization requires that an estimate of all expenses that may be incurred as a result of the travel be submitted using *The Travel Authorization Form*.

1. City employees, except the City Manager, shall submit the travel Authorization Form to their respective department head for approval.
2. Boards and Commission members shall submit the Authorization Form to the City Manager.

### Travel Vouchers (13.03)

Travel vouchers are used to document actual travel expenses upon return and shall be submitted within fourteen (14) days of the conclusion of the travel.

The following provisions shall be observed when requesting or submitting a travel voucher:

1. Meals are not reimbursed unless an overnight stay is involved.
2. Travel vouchers are submitted to and approved in the same fashion as the Authorization to Travel Form.
3. Travel vouchers require original receipts for those items not included within a per diem allowance or mileage reimbursement.
4. The State of Tennessee Travel Regulations shall be the guide for all travel reimbursement with the following exception:

- a. The City will not reimburse per diem meal rates for any and all meals furnished as part of training sessions, conferences or hotel accommodations regardless of the employee's participation in the meal.
5. Reimbursement rates shall automatically change as the State of Tennessee Travel Regulation Policy changes unless specifically preempted by the City Manager.
6. Travel expenses for spouses or other personal guests are not reimbursable by the City unless their travel specifically relates to City business and is authorized prior to the travel.
7. Rental of Vehicles may be reimbursed if approved in advance and supported by a detail receipt upon return. Rental vehicles should be refueled prior to returning the vehicle. Rental contracts should include the cost of physical damage coverage.
8. Parking expenses exceeding the State of Tennessee allowable amount will be reimbursed with a proper receipt.
9. Job related entertainment or recreational expenses shall be reimbursed if approved in advance by the City Manager.
10. An employee may be considered in travel status and eligible for expense reimbursement the day preceding and the day following a schedule meeting or conference. Reimbursement may be prorated on these days depending upon the time of departure for the event of time of return after the event.

## SECTION 14: FEDERAL PURCHASING PROCEDURES

### Procurement Involving Federal Funds (14.01)

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

### Procurement Standards (14.02)

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

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



- d. Award only to responsible contractors
- e. Maintain sufficient records to detail the significant history of a procurement
- f. Be responsible for the settlement of all contractual and administrative issues

### **Time and Material Contracting (14.03)**

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

### **Open Competition (14.04)**

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

### **Procurement Thresholds (14.05)**

1. Purchases of \$3,500 or less are considered to be micro-purchases and do not require competitive pricing. It should be noted that this limit is less than the purchasing threshold used for non-federal purchasing.
2. Purchases for \$3,500 to \$25,000 require three written quotes.

3. Purchases above \$25,000 must follow a sealed bid process, competitive proposal process or noncompetitive proposal process.
4. Non-competitive proposals may be used ONLY if the one of the following applies:
  - a. Only available from a single source
  - b. Emergency purchase
  - c. Federal awarding agency of pass through entity expressly authorizes it
  - d. After solicitation, competition is deemed inadequate

#### **Contracting (14.06)**

1. The Federal procurement standards include public policy objectives related to the use of small businesses, minority firms, women's business enterprises, and labor surplus area firms.
2. With respect to these firms, the City must:
  - a. Place qualified firms on the solicitation lists
  - b. Assure these firms are solicited whenever they are potential sources
  - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation
  - d. Establish delivery schedules, where the requirement permits, that encourages participation by these firms
  - e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
  - f. Require prime contractors to take these same steps

## SECTION 15: RECORD RETENTION POLICY

### Requirements for Record Retention (15.01)

Municipal officials should be aware that federal and State laws, regulations, grants, contracts or terms of a loan agreement may require them to keep certain records for certain periods of time. Since municipal governments are instrumentalities of the state, some of the laws addressing what records must be kept by City offices and how those records should be managed are found in the Tennessee Code Annotated (T.C.A.). As with the federal government, the state of Tennessee also has a set of rules and regulations promulgated by state agencies, boards and commissions, which are published by the secretary of state and known as the Official Compilation — Rules and Regulations of the State of Tennessee.

The duties of many City officials are set forth in Title 8 and in the general law charters in Title 6 of the T.C.A. Other duties and responsibilities are found in private act charters. For many offices, there are requirements included in the duties of the office to keep and preserve specific types of records. Certain City officers and employees, such as the City Recorder, Personnel Director and Court Clerk have a major record-keeping function. The proper and efficient performance of these duties is necessary not only for the continued operation of the City government, but also for the preservation of order in our society. Even offices without a primary record-keeping function are required to keep records.

### Legislation Regarding Record Retention (15.02)

1. T.C.A. 10-7-701. Public records – Temporary records.

All documents, papers, records, books of account, and minutes of the governing body of any municipal corporation, or of any office or department of any municipal corporation, within the definition of "permanent records," "essential records," and/or "records of archival value," as defined in § 10-7-301, constitute "public records" of the municipal corporation. All documents, papers, or records of any municipal corporation or of any office or department of the municipal corporation that constitute "temporary records" and/or "working papers" within the definition set forth in § 10-7-301(13) and (14) constitute "public records" of the municipality, except that "temporary records" may be scheduled for disposal as authorized in this part.



2. T.C.A. 10-7-702. Retention schedules.

- a. The municipal technical advisory service, a unit of the Institute for Public Service of the University of Tennessee, is authorized to compile and print, in cooperation with the state library and archives, records retention manuals which shall be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state.
- b. Notwithstanding any law to the contrary, the governing body of any municipality may by resolution authorize the disposal of any permanent paper record of the municipality when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, or any appropriate electronic medium, in accordance with § 10-7-121. Other records of the municipality may be disposed of when the retention period that is prescribed in the retention schedule used by the municipality has expired. For purposes of this subsection (b), disposal includes destruction of the record. A municipality may adopt reasonable rules and policies relative to the making, filing, storing, exhibiting, copying and disposal of municipal records.

3. T.C.A. 10-7-121. Government records kept on computer or removable computer storage media.

- a. Notwithstanding any other law to the contrary, any information required to be kept as a record by any government official may be maintained on a computer or removable computer storage media, including in any appropriate electronic medium, instead of bound books or paper records if the following standards are met:
  - Such information is available for public inspection, unless it is a confidential record according to law
  - Due care is taken to maintain any information that is a public record during the time required by law for retention
  - All daily data generated and stored within the computer system shall be copied to computer storage media daily, and the newly created computer storage media more than one (1) week old shall be stored at a location other than at the building where the original is maintained
  - The official can provide a paper copy of the information when needed or when requested by a member of the public.

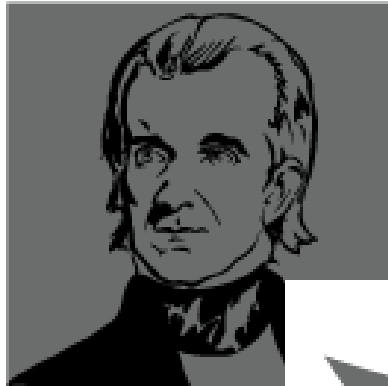
- b. Nothing in this section shall be construed to require the government official to sell or provide the media upon which such information is stored or maintained.
- 4. In any county having a population of more than eight hundred thousand (800,000), according to the 1990 federal census or any subsequent federal census, all material that is maintained on a computer or removable computer storage media by the assessor of property that relates to information developed from the assessment of property or that is a record of the final assessment of property shall be made available to the public at cost within thirty (30) days of a request by a member of the public.

#### **Records disposition authority (15.03)**

- 1. The following positions are charged with authorizing and approving the disposition and destruction of records that no longer have administrative, fiscal, legal, or historical value: City Manager, City Recorder, City Court Clerk, City Judge, Finance Director, Fire Chief, Personnel Director, Parks Director, Public Works Director, Wastewater Director or Police Chief.
- 2. The positions described above are authorized to dispose of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks, in accordance with TCA 10-7-121.
- 3. The City Manager shall designate staff responsible for conducting yearly audit of each department to ensure compliance with this policy. The audit shall consist of examining random samples of existing documents and record inventory worksheets.
- 4. The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee's Municipal Technical Advisory Service, pursuant to the authority granted in TCA 10-7-702. However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so or otherwise directed by City Council.

# Purchasing Manual

CITY OF COLUMBIA



T E N N E S S E E

Something good around every corner.

Purchasing Policy and Manual  
Council Adopted as  
Revised on May 14, 2020



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## **Foreword**

The purchasing policy and procedure manual for the City of Columbia 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. City Council is responsible for the establishment of 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 immediately upon approval by City Council and supersedes all previously issued policies, procedures, manuals, instructions or directives.

## SECTION 1: INTRODUCTION

### Role (1.01)

The role of purchasing is to support and enhance the mission of the City of Columbia 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.

### Purposes (1.02)

The manual sets forth the purchasing policies as established by City Council 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 Columbia purchasing policy embodies the following principles:

- Centralized authority over purchases with delegation of certain purchasing responsibilities to the employee and departmental level.
- Employment of competent personnel in all aspects of purchasing.
- Purchase of materials, supplies, contractual services, and equipment to maximize to the fullest extent the purchasing value of public funds.
- Standardization of procedures and specifications.
- Consolidation of requirements into bulk purchases.
- Promotion of competitive bidding or selection.
- Inspection of goods delivered in order to enforce contractual and specification compliance.
- Centralized coordination over transfer and disposal of surplus, obsolete, and salvage goods.
- 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 Columbia 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 5.02
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; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property as approved by the City Council.

7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.
9. The City Council reserves unto itself the final approval of all purchases that equals or exceeds \$25,000.00. The Mayor shall sign all contract and agreements.
10. It is the intent of the City to buy from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
11. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.
12. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining bids consistent with the provisions of this manual and developing more than one active source of supply for various products and services.
13. Acceptance of money, gifts, gratuity, other consideration or favors of any kind by any employee or official from anyone other than the City is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit. Reference Section 13 of this manual.

## SECTION 2: DUTIES & RESPONSIBILITIES

### Purchasing Agent (2.01)

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. Prepare and /or drafts all specifications for formal bids.
6. Provide administration for the City Procurement 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. Maintain accurate records of City owned assets and provide for a regular inventory of capitalized assets.
11. Have the authority to waive inconsistencies and irregularities in the bid process in purchases less than ~~\$50,000.00~~ 25,000.00, with concurrence of the City Manager
12. Act so as to procure for the City all tax exemptions to which it is entitled
13. 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
14. Delegate purchasing authority to departments in accordance with applicable rules and regulations as set out in the purchasing manual.
15. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.
16. Provide contract administration.
17. 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 P-Card manuals and help insure that all policies are followed.
3. Communicate needs for supplies, equipment, services and materials to the Purchasing Agent with sufficient lead time so that procurements can be made using applicable purchasing manual procedures.
4. Utilize effective material requirements planning to maximize efficiency in the City procurement

5. Prepare clear and unrestrictive technical specifications or functional requirements when needed for products or services.
6. Review bid tabulation sheets or submitted proposals and inform the Purchasing Agent of the department's recommendations for award.
7. Send proper documentation to waive competitive bidding when declaring sole/single source procurement.
8. Promptly inform the Purchasing Agent of any contract compliance issues.
9. Inspect or supervise the inspection of materials, supplies, services and equipment delivered in order to determine that quality and quantity conform to specifications as requested by the Purchasing Agent
10. Endeavor to obtain as full and open competition as possible on all procurement or public improvement projects
11. Prepare standards and written specifications goods, services, professional services and public improvement projects as may be used by the department;
12. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Director's authority.
13. 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 ~~\$50,000.00~~ ~~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: PURCHASING METHODS**

### **Petty Cash (3.01)**

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

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



### **Procurement Card (3.02)**

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

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

The 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 3 purchases made by P-card under \$10,000 requires approval of the Finance Director and those between \$10,000 and under \$25,000 require approval by the Finance Director and City Manager.

### **Direct Charge (3.03)**

An invoice which has been stamped, approved by the Department Director and submitted to the Finance Department may be paid as a direct charge provided that:

1. The purchase is under the threshold requiring a purchase order
2. Cannot be made using a purchasing card.

### **Purchase Requisition (3.04)**

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services where the total purchase price exceeds the purchasing threshold described in Section 4.01 as a category 2 or higher purchase. This, however, is not

a document which can be used to actually purchase goods or services. PRs are only requests for Purchase Orders to be issued. Reference Section 5.01.

### **Purchase / Blanket Order (3.05)**

A Standard Purchase Order (PO) or Blanket Purchase Order (BO) 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 receipt and acceptance of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. Reference Section 5 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 (3.06)**

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 5.04. The City Manager shall be notified and approve all emergency purchases.

### **Internet Purchase (3.07)**

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.

### **Price Quotes (3.08)**

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.06, all purchases between ~~\$8,000.00~~ ~~4,000.00~~ and ~~\$50,000.00~~ ~~25,000.00~~ (Category 3) require the opportunity for competition be given by solicitation of competent vendors. Competitive quotations are to be obtained by the requisitioning department for Category 3 purchases. A minimum of three (3) written or faxed quotations should be obtained for all such purchases. If less than three (3) quotes are received then the user must offer a written explanation for a lack of three 3 quotes. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the submitted Purchase Requisition.

### **Formal Quotes (3.09)**

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.05, all purchases that equal or exceed ~~\$50,000.00~~ ~~25,000.00~~ (Categories 4) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

### **Sealed Bid (ITB) (3.10)**

This method for purchasing goods and/or supplies that that equal or exceed ~~\$50,000.00~~ ~~25,000.00~~ is the most preferred formal bid method and is used when specifications are clear and pricing is the main focus. Reference Section 7.01 of this manual. Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

### **Sealed Proposal (RFP) (3.11)**

This formal method of procurement of goods, services and/or supplies that that equal or exceed ~~\$50,000.00~~ ~~25,000.00~~ is used when competitive sealed bidding (ITB) is not practical. Reference Section 7.04. Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has



generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met or function/use to which the purchase must meet. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Purchasing Division will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

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

### **Acquisition of Professional Services (3.12)**

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

### **State Contracts and Other Government Agency Contracts (3.13)**

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

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

1. State of Tennessee Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. Contracts from other Political Entities Provide the following:
  - a. Complete copy of the original solicitation.
  - b. Tabulation of all solicitation responses.

- c. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
- d. Complete copy of the vendor's proposal.
- e. Contract if applicable.

With the exception of State of Tennessee contract items, all other cooperative purchasing, piggyback or interlocal agreements must be approved by City Council by resolution prior to making any purchase. See TCA 12-3-1205.

### **Sole Source/Sole Provider Purchase (3.14)**

Sole source or a single source purchase is defined as being noncompetitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer. Reference Section 7.06 of this manual. 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.

### Construction Management Services (3.15)

For local construction projects or additions to existing buildings, a construction management agent or advisory services or construction at-risk services may be contracted. Construction management services may be performed by a qualified person licensed under the Contractors Licensing Act of 1994 or by a licensed architect or engineer. Construction management services are to be procured for each project through a RFP done by the Purchasing Agent. RFPs will indicate the service requirements and the factors used for evaluating the proposals. City employees may perform work on this project and may include the coordination and oversight of this work as part of the services of a construction manager agent or advisor. All construction work under the coordination and oversight of the construction manager shall be procured through competitive bid.

## SECTION 4: GENERAL GUIDELINES

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

### **Purchasing Categories (4.01)**

1. The purchase process is controlled by two components:

- a. Established policy dollar amount.
- b. Approving authority.

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



2. Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See Section 15.

3. Purchasing Thresholds are as follows:

a. Category 1 - Purchases of \$0.01 to \$50.00

- Types of Purchase: Petty Cash (\$50.00 *maximum*), Procurement Card.
- Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
- Approval: Department Director, employee with City issued credit card with sufficient limit.
- Purchase Requisition and Purchase Order – **Not required**.

b. Category 2 - Purchases of \$50.01 to ~~\$8000.00~~ 4000.00

- Types of Purchase: Procurement Card, or Direct Charge.
- Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
- Approval: Department Director, employee with City issued credit card with sufficient limit.
- Purchase Requisition and Purchase Order – **Not required**.

c. Category 3 – Purchases of ~~\$8,000.01~~ 4,000.01 to ~~\$49,999.99~~ 24,999.99

- Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) or Purchase Order.
- Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department or division.
- Approval: Department Director and Purchasing Agent.
- 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.**

d. Category 4 – Purchases equal to or greater than ~~\$50,000.00~~ 25,000.00

- Types of Purchase: Purchase Order.

- Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.
  - Approval: City Council or City Manager, if emergency purchase – **Required.**
4. Purchases over \$~~49,999.99~~ 24,999.99 must be approved and awarded by City Council. An analysis of all bids or proposals received and recommendation for award is required. The department, in lieu of preparing a formal analysis and recommendation, may agree to concur with the Purchasing Agent's analysis and recommendation. The Purchasing Agent will then prepare an Agenda Item for City Council and route for departmental approval and financial certification. Note: Purchasing Agent reserves the right to process Category 3 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. Council award or approval takes place only during regular Council 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. To this end, all items to be prepared and submitted to Civic Web in accordance with the annual agenda and meeting schedule. A Council Meeting Agenda Preparation Schedule is issued by the City Manager's office for each calendar year and is available on the City employee's website.
5. Category 5 – Emergency Purchases  
 Types of Purchase: Procurement Card, or Purchase Order  
 Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested  
 Approval: City Manager and ratification by City Council if Category 4 limits are applicable  
 Purchase Requisition and Purchase Order – Required if the purchase is a category 3 or higher purchase.

#### **Unauthorized Purchases (4.02)**

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 Columbia 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 (4.03)**

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 (4.04)**

The City of Columbia 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 5: PURCHASE REQUISITIONS / ORDERS

### Purchase Requisition (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. Data Entry of Requisition - A properly prepared requisition must, at a minimum, contain the information listed below:
  - a. Department/Location/ Date- Fill in your department name, date in the appropriate blanks.
  - b. Vendors – Enter the vendors and identifying information from which bids were obtained in the columns provided.
  - c. Ship to – Shipment will be to the main department location unless otherwise indicated on the requisition.
  - d. Method/Terms – Enter shipping FOB term.
  - e. Quantity – Defaults as 1, but can be changed to the number of units being requested.
  - f. UOM – The unit of measure for the item. Typical is EACH, LB, FOOT, SUM, etc.
  - g. Unit Price – Include the unit price or extended price, which may be a “quote” price received.
  - h. Extended Price – Quantity x Unit Price
  - i. Freight – Enter a freight cost, if needed.
  - j. Description – Give a precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, provide a manufacturer’s brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or “equal.” Indicate if the item is known to be on GSA (Federal), State or other contracts and note the contract number.
  - k. Account Number – Indicate the expenditure code of your department. Particular attention should be given to coding the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation.

4. Release of Requisition - Once the requisition has been completed, it will require Department Director approval. The requisition is then forwarded to the Purchasing Agent for review.
  - a. Purchasing Agent will review the requisition to determine if it is properly prepared, has the required account codes, budget, quotes, approvals, and adequate description. If information is incomplete the requisition will be rejected.
  - b. A Purchase Requisition may be corrected by the Purchasing staff or rejected and returned to the issuing department for any one of the following reasons:
    - Lack of proper signature.
    - Lack of proper support documents (written quotes, sole source justification, or “piggyback” verification).
    - Unauthorized purchase.
    - Incorrect account numbers have been used.
    - Improper vendor selected.
    - Insufficient account balance available.
    - Insufficient budget approval for capital items.
    - Contract number and/or start and end date not shown.
    - Vague or incomplete description.
    - Unit price discrepancy.
    - Other reasons not stated above.
3. Once review and authorizations are completed, the Purchasing Division will encumber the funds. The Purchase Requisition is then converted to a Purchase Order and sent back to the requesting department. The requesting department shall then be responsible for placing the order, forwarding the original (white) copy of the purchase order to the vendor as may be required.

### **Standard Purchase Order (5.02)**

1. Purpose - The Standard Purchase Order, a/k/a “Regular Purchase Order” or “Normal Purchase Order” is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services of \$8,000.00 4,000.00 or more.
2. When Issued - A Standard Purchase Order shall be issued by the Purchasing Agent only against Purchase Requisitions approved by a Department Director.



3. How to Prepare - The Standard Purchase Order is prepared from the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.
4. Routing of Standard Purchase Order - The Purchase Order shall be printed and disbursed as below:
  - a. Vendor Copy (White) – hard copy may be mailed directly to vendor by the Purchasing Agent or returned to department for mailing.
  - b. Department Copy (Canary Yellow) – sent to requisitioning department for departmental record
  - c. Purchasing Copy (Pink) – retained by the Purchasing Agent.
  - d. Accounts Payable (Goldenrod) – sent to accounts payable

### **Blanket Purchase Order (5.03)**

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

- b. If a using department plans to only issue one or two purchases from the BPO over a specified time period (term), then a Standard Purchase Order should be used for each purchase instead.
  - c. A single purchase transaction is the total cost for that transaction and includes all associated components (*i.e. shipping, delivery, etc*). A single transaction cannot exceed \$~~8,000~~ ~~4,000~~ unless:
    - Pricing is based on written quote, bid or contract pricing from the City of Columbia 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 \$~~8,000~~ ~~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.
  - e. A Blanket Purchase Requisition equal to or exceeding \$~~50,000~~ ~~25,000~~ requires City Council 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 (5.04)

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 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 Director 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 \$~~8,000.00~~ ~~4,000.00~~ and \$~~50,000~~ ~~25,000~~ (Category 3) - Process 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 \$~~50,000.00~~ ~~25,000.00~~ (Category 4) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents. The City Manager must request City Council 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.

#### **Purchase Order Exceptions (5.05)**

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 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.

#### **Purchase Order Changes or Cancellation (5.06)**

1. PO Changes - Whenever a change of any kind on the original order is requested, the actual change is made by submitting a Change Order Request

Form to Purchasing. This form should be filled out completely, approved by the originating department, and sent to the Purchasing Agent for authorization and processing. After the change has been completed, the purchase order is reprinted with a notation of the change and the date completed on the purchase order face. The reprinted purchase order follows the same disbursement as the purchase order. Reference Section 6 of this manual.

2. Cancellation - If the requisitioning department requests to cancel an order, department staff should notify the vendor as soon as possible. Department Staff will also send an approved Change Order Request Form marked Cancel, with the reason for that cancellation properly noted, to the Purchasing Agent. The Purchasing Agent will process the cancellation. Reference Section 6.

### **Receiving, Inspection, and Testing (5.07)**

1. Receiving and Inspecting - The PO face identifies the location or department the materials and/or supplies are to be delivered. It is the responsibility of the using department to:
  - a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order. The following are steps to take when receiving material:
    - Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
    - Check for visible damage. Note on all receipts.
    - Check for concealed damage – make note of broken or crushed containers.
    - In signing a delivery receipt add "except for concealed damage, if any."
    - Notify carrier in writing of any damage found and request an inspection.
    - If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage."
  - b. After determining that there is no damage and the correct product and quantity have been received, sign the accompanying invoice. Any discrepancies should be noted and the vendor should be contacted immediately and made aware of the discrepancy.
2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing 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 (5.08)**

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 Accounts Payable in the Finance Department.

Required data shall be completed as follows:

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



## **SECTION 6: PO MAINTENANCE**

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

### **Review of a Change Order Request (6.01)**

Requestors are reminded to enter all required information, including PO line numbers, function and object codes, and justification for change. Upon receipt of a properly executed PO Change Form, Purchasing checks the request for accuracy

and improprieties. Change Order Forms may not be processed if authorized signature is invalid or missing or if PO maintenance will increase the total order to \$~~50,000.00~~ ~~25,000.00~~. These changes must first be approved by City Council before processing. If the actual invoice amount of a specific PO line item is less than the line amount stated on the Purchase Order, Accounts Payable will pay the invoice amount. If the invoice amount of a specific PO line item exceeds the PO line item stated amount by more the \$50, submittal of a PO Change Order Form is required.

### **Processing Change Order Requests (6.02)**

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

### **PO Maintenance Requiring City Manager or Council Approval (6.03)**

PO maintenance that brings the total value of the Purchase Order to \$ ~~50,000.00~~ ~~25,000.00~~ or more, must receive City Manager approval and may further require City Council approval before further processing. NOTE: PO maintenance that decreases the orders total, even though the original was approved by Council, does not require additional Council approval. PO maintenance requiring City Manager or City Council approval must be submitted to Purchasing with documentation explaining the need for the increase. Purchasing will review and validate change as per contract. If Purchasing agrees that a PO maintenance request is valid, then Purchasing will prepare and submit a Consent Agenda Item in CivicLive and copy the using Department for placement on the City Council Agenda.

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

## SECTION 7: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 7.06, all purchases that equal or exceed \$~~50,000~~ ~~25,000~~ (Category 6) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

### **Formal (Sealed) Bids [ITB] (7.01)**

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. Propose - Before proceeding with any bid, Purchasing must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the City



through bonds and insurance? Will the contract provide a onetime purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.

2. Vendor Selection - A vendor list sufficient to generate at least three responses is required for all purchases that equal or exceed \$~~50,000.00~~ 25,000. Potential suppliers may be located by using the following resources:
  - a. City of Columbia bidder database
  - b. State purchasing contracts
  - c. Product catalogs
  - d. Telephone directories
  - e. Purchasing records
  - f. Thomas Register
  - g. Department Director recommendation
  - h. Trade journals
  - i. Salesperson
  - j. Internet
  - k. Vendor Registry
  
3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given.

Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in Columbia. 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 Columbia's website, [www.columbiatn.com/government/finance](http://www.columbiatn.com/government/finance) 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 Columbia through mail, email or telephone regarding outstanding bidding opportunities. Placement on the

bidders list does not guarantee receipt of an ITB or RFP. It is the vendor's responsibility to check out bid notices posted by Purchasing.

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

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

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

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

6. Issuing Addenda - Once an invitation to bid has been issued, no changes in the specifications can be made unless an addendum is issued, clearly pointing out such changes. All addenda shall be issued at least 48 hours prior to bid opening date, unless waived by the Purchasing 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 has created a bid format, which provides the "boilerplate" or general terms and conditions of the bid. Care is taken that appropriate protection is afforded the City through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the City in the event of a vendor default or noncompliance.
8. Bid Conditions - In addition to the general conditions or "boilerplate," most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of his/her bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30 day delivery will be eliminated, even though his furniture may meet all physical specifications. Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.
9. Bid Specifications - Except for some City wide contracts, specifications for all departmental bids should be provided by the requesting department,



preferably in Word format. Reference Section 8, 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 - Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

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

11. Bid Response - Aside from any attachments such as plans or drawings, a separate document titled Bid Sheet shall be prepared by the Purchasing. This page provides blank spaces labeled for the vendor’s company name, address, phone number, signature, title, date, and email address. Vendors will be advised in the bid document to use only the provided Bid Sheet. The Bid Sheet also provides a Bidder’s Certification statement that the vendor, by submitting his bid, acknowledges that he/she will meet all bid terms, conditions, and specifications contained in the bid. The purpose of requiring the Bid Sheet is to control the bid submittal documents so that vendors do not submit bids which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so will be rejected. Additionally, the bid sheet will include the bidder’s price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid.
12. Receipt of Bids - Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:
  - a. Vendor Name.
  - b. Due Date (month, day, year).
  - c. Time Due (hour/ a.m. or p.m.).
  - d. 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 City Manager’s Office, 700 North Garden St; Columbia, TN 38401. Purchasing is located in the City Hall Building, Third Floor, Downtown Columbia. 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 consider public record and available to access by the public.

15. Preliminary Screening of Bids - Unsigned bids shall not be considered. After a bid has been opened, no changes in bid prices or other provisions shall be



permitted. Under no condition will a facsimile (fax) response be acceptable. Prior to opening of bids a vendor may correct or withdraw his bid. Following the bid opening, when a mistake is either detected by Purchasing or alleged by the bidder, the bidder should be asked to verify his bid and produce supporting evidence of the mistake. If the bidder responds supporting the mistake, the Purchasing may correct the bid if the mistake was an obvious or apparent clerical error. Examples are:

- a. Obvious errors in placing decimal points.
- b. Obvious discount errors.
- c. Error in extension of unit prices, however, unit prices always prevail.

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

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

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

17. Alternate Bids, Approved Equivalents - The bidder may offer any brand for which he/she is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Columbia 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 ask to promptly and thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsible, responsive bid meeting specifications should be awarded the contract. The Purchasing Agent shall also review the bids and become familiar with the bids in order to advise and/or assist the department in its recommendation for award. With the exception of the tabulated bid prices, all other bid information is not available for public review until a recommendation to award has been forwarded to City Council.
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 Columbia.
- b. Bidder's business office is located within Maury 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 13.04.

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 City Council consideration depending upon approval threshold.

Purchasing staff will prepare a City Council 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 City Council approval or award, Purchasing and/or department will prepare a requisition for the award.

## **Local Vendor Preference (7.02)**

**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 support by the National Institute of Government Purchasing (NIGP).

The NIGP position states *"Although some people assert that buy-local preferences will protect existing jobs, create new jobs, and strengthen the economy, the sad reality is that*

*the practice of favoring vendors within a defined geographical area only encourages inflated prices which are paid by the taxpayers of the jurisdiction who administer them. By causing prices to rise, preference results in a direct subsidy to a few taxpayers at the expense of the general taxpaying public. When an agency has a preference, [ed., then] potential, reliable and sound vendors consider it futile to bid in such a climate. When they do not bid, competition becomes less keen and prices rise."*

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

### **Formal (Sealed) Proposals – Request for Proposals (7.03)**

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. All committee meetings may be open to the public. 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 Council consideration. Reference Section 4 of this manual. The City currently has no local business or minority preference in the award of a proposal.

#### **Bid/Proposal Documents and Meetings (7.04)**

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 member, or City staff analysis of a project are not exempt from public record.*

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

### **Bidder Protest (7.05)**

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

#### 1. Definitions

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

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

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

#### 2. Types of Protest

There are three basic types of protests:

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

#### 3. Protest of Specifications (*Prior to Bid Opening*)



- a. Any protestor (actual or prospective bidder, or contractor), who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid procedure. Such protest must be filed within three (3) business days (excluding weekends and holidays) from the time the facts become known and, in any case, at least five (5) business days prior to the opening of the bid.
  - b. Protest must be made in writing to the Purchasing Agent and shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this manual Section. Failure to timely protest bid specifications, requirements; and/or terms is a waiver of the ability to protest.
  - c. Stay of Procurement: In the event of a timely protest prior to bid opening, the City may proceed further with the solicitation or with the award of the contract unless the Purchasing Agent makes a written determination that the protest should be sustained.
4. Protest of Award Recommendation (*After Bid Opening*)
- a. Any protest after the bid opening, including challenges to actions of any evaluation of the selection committee shall be submitted in writing to the Purchasing Agent.
  - b. The Notice of Intent to File a protest must be received by the Purchasing Agent no later than 4:00 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. Reference Section 4.01 of this manual.
- 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 Circuit Court of Maury County Tennessee, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

6. Filing For Protest - All protests must be filed in writing with the City of Columbia, Purchasing Agent, 700 No Garden St, Columbia, Tennessee 38401.

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 (7.06)**

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 or 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 non-competitive. A Sole/Single Source Request Form must be completed and submitted with each request for sole or single source procurement.
4. Emergency Purchases – Emergency purchases are allowable when certified by a Department 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.

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 (7.07)**

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

1. Funds are available for the first fiscal period of the contract /award.
2. Extensions of the contract /award for subsequent fiscal years are subject to availability and appropriation of funds. Solicitation for a multi-year contract / award shall include a non-appropriation clause.
3. TCA 7-51-911 provides that contracts for the purchase of gasoline and diesel fuel are limited to twenty four (24) months.
4. Contracts for capital improvement property may not exceed forty (40) years or the useful life of the property whichever is less. 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 City Council may enter into a contract or bid award for a period exceeding three (3) years when the City Council deems the contract or award in City's best financial interest to approve a longer term.

## SECTION 8: SPECIFICATIONS

### **Purpose (8.01)**

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 (8.02)

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 (8.03)**

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 III (Sole Source Procurement).

### **Specification Development and Approval (8.04)**

#### **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 prepare specifications excepting public improvements that will be prepared by the City Engineer or Wastewater Director.
- 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 (8.05)**

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 9: BONDS AND INSURANCE**

### **Bonds (9.01)**

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

1. Bid Bond - This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he/she wins the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he/she fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid Bonds may be required where the contract price exceeds \$25,000.
2. Performance Bond - This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/ or non-completion of major contracts, the efforts of



which could result in considerable injury to the City. Should the vendor default, the bond is cashed and the City may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract.

3. Payment Bond - This bond guarantees payment of subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the City. The payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract.
4. Labor & Material Bond - Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.
5. Letter of Credit Preferred in the case of certain construction projects or multiyear contracts. Must be irrevocable.

### **Insurance Terms and Conditions (9.02)**

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of Columbia as an "additional insured" party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, or construction. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, or contracts on an as-needed basis. Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City's interests.

1. City Defined - The term City (wherever it may appear) is defined to mean the City itself, its Council, officers, employees, volunteers, representatives, and agents.

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

### **General Insurance Requirements (9.03)**

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Other Party. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability,

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

#### **Certificates of Insurance (9.04)**

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

#### **Basic Insurance Coverages Required (9.05)**



1. Commercial General Liability - Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with a Best's rating of no less than A. All policies shall be on an occurrence made basis; The City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
2. Professional Liability - The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.
3. Business Auto Policy - The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.
4. Workers Compensation Coverage - The Other Party shall purchase and maintain workers compensation insurance for all workers compensation

obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.

5. Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Columbia, a political subdivision of the State of Tennessee, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of Columbia," political subdivision of the State of Tennessee, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above City, to provide coverage at least equal to the amended statutory limit of liability of the City.
6. Indemnification - The Other Party shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.
7. Construction Type Contracts
  - a. Subcontractors: It shall be the responsibility of the Other Party to ensure that all subcontractors comply with the same insurance requirements referenced above.
  - b. Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Other Party for any and all claims under this contract.
  - c. Umbrella or Excess Liability: The Other Party may satisfy the minimum limits required above for Commercial General Liability, Business Auto

Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. Coverage limits will be set at the advice of the Purchasing Agent and should not be changed without their approval. The City, by and through the Purchasing Agent, reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized or any work will be done on City property.

#### **Selection of Insurance Requirements (9.06)**

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

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

#### **Insurance Selection Procedure (9.07)**

1. The Purchasing Agent shall assist the user department in determining the verbiage and insurance coverages to include in agreements, contracts and leases. Such concerns are usually launched in the solicitation process.



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

## **SECTION 10: REQUEST FOR PROPOSALS OR QUALIFICATIONS**

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.

### **Definitions (10.01)**

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 – Guidelines (10.02)**

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

### **Competitive Selection – Procedures (10.03)**

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.
7. Recommended criteria for evaluation of proposals include:
  - a. Prior experience with projects of similar size and complexity
    - Number of similar projects
    - Complexity of similar projects
    - Three references (Contact name & telephone number)
  - b. Past record of performance for the City
    - Project name, dates, cost
    - 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

### **Competitive Negotiation (10.04)**

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 (10.05)**

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.

### **Professional Services (10.06)**

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

### **Prohibition against Contingent Fees (10.07)**

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

### **Emergencies (10.08)**

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

### **Federal and/or State Funded Projects (10.09)**

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section (10.09) 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 Columbia, TN, hereinafter in section 10.09 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.

Section:

## 1. Consultative Evaluation Committee

- a. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- b. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- c. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

## 2. Prequalification of Consultants

- a. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- b. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
- c. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:



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

### 3. Competitive Negotiation Procurement Procedure

- a. Confidentiality of Data and Records Retention
  - To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
  - Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or

court order, such release shall make note of the confidential nature of the data.

- In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
  - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
  - Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
  - When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

b. Solicitation

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

- For all contract types, the solicitation shall address:
  - Contact information at the Agency for project specific questions;
  - The specific location where the Letters of Interest should be mailed or emailed;
  - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);

- A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
  - A detailed scope of work, including:
    - The purpose and description of the project;
    - The services to be performed;
    - The deliverables to be provided;
    - The estimated schedule for performance of the work; and
  - The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - The qualifications of consultants needed for the services to be rendered;
  - Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
  - The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
  - Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - The contract type and method of payment; and
  - Any special provisions or contract requirements associated with the solicited services.
- For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.



c. Consultant Evaluation Criteria

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

factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:

- A need has been established for a consultant to provide a local presence;
- A local presence will add value to the quality and efficiency of the project; and
- Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
- If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

d. Evaluation, Ranking and Selection

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

notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

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



- If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

e. Negotiation of Contract

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

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

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

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

given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
- The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula:  $\text{Fixed Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Fixed Fee Rate}$ . Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).
- The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect

to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".

- The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

f. Contract Development and Execution

- In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
- The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
- The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
- Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
- Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
- The Agency shall maintain a record of the negotiations and all required approvals.
- Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the section shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

g. Contract Administration



- Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change subconsultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, which project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
- Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.
- A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### h. Contract Modifications

- A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same

procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

- No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

i. Contract Accounting Policies

- Indirect Cost Rate – Basic Agreement or Contract
  - Federally funded projects: The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
    - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
    - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve

- month period beginning the seventh month after the firm's Fiscal Year End.
  - If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
  - State funded projects: Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.
- Fixed Fee Payment:
  - For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
  - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
  - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:



- Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
  - Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
  - Direct Costs
    - Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
    - The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes.

Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.

- Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
- The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

j. Geotechnical Contracts

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

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY",

i.e., this section, Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

k. Sub-consultants for Engineering Services

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

l. Sub-consultants Not Covered Under Engineering Services

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

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
- The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.



#### 4. Noncompetitive Negotiation Procurement Procedure

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

#### 5. Small Purchase Procurement Procedure

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

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation,

ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

#### 6. Technical Service Procurement Procedure

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

## ATTACHMENT A – Consultant Selection for Locally Managed Projects

| Size of Project                                                                                                                                                                                                                                                                                                                                                                                              | Type of Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Procurement Requirements                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SMALL projects</b> <ul style="list-style-type: none"> <li>Must have a full-time employee on staff with experience managing transportation projects.</li> <li>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.</li> </ul> | <ul style="list-style-type: none"> <li>Transportation Alternatives</li> <li>intersection improvements without significant ROW (under one acre of disturbance)</li> <li>Safe Routes to School</li> <li>resurfacing</li> <li>striping</li> <li>signing</li> <li>guardrail installation</li> <li>signalization</li> <li>some bridge replacement projects (under one acre of disturbance)</li> <li>non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>low-risk and exempt ITS</li> </ul> | <ul style="list-style-type: none"> <li>Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)</li> </ul> |
| <b>MID-RANGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, fulltime professional engineer on staff.</li> <li>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.</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>roadway widening</li> <li>realignment of existing roadway</li> <li>signalization projects with the addition of turn lanes</li> <li>intersection improvements with significant ROW (over one acre of disturbance)</li> <li>bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>high-risk ITS</li> </ul> | <ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>                |
| <b>LARGE projects</b> <ul style="list-style-type: none"> <li>Must have a qualified, fulltime professional engineer on staff with extensive experience working with federally-funded transportation projects.</li> <li>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.</li> </ul>                         | <ul style="list-style-type: none"> <li>construction of new facilities</li> <li>widening of existing roadways</li> <li>realignment of existing roadways that require significant land acquisition (over 10 acres)</li> <li>environmental clearances that require an EIS</li> </ul>                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>The selected CEI consultant <b>shall not</b> be associated with any other aspect of the project.</li> </ul>                |



## **ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services**

### **Vehicle Reimbursement Schedule**

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

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: \_\_\_\_\_  
AGENCY HEAD DATE

## SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT

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

### **Policy (11.01)**

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

### **Definitions (11.02)**

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

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

Capital Assets – An asset or group of assets whose acquisition cost is \$5,000.00 or more and whose expected useful life is more than one year.

Controllable Asset – An asset or group of assets whose expected useful life is greater than one year but whose acquisition cost is less than \$5000.00 and whose nature or marketability may subject the asset to potential loss or theft. Controllable assets include but are not necessarily limited to computers and other electronic devices, guns, communication equipment, certain tools and other equipment.

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

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

### **Roles and Responsibilities (11.03)**

1. The Purchasing Agent shall be Fixed Asset Manager whose primary duties shall consist of the following:
  - a. Maintain asset records for all fixed assets.
  - b. Insure that all fixed assets are properly and adequately tagged or otherwise identified as property of the City of Columbia.
  - c. Coordinates the inventory of all fixed assets.
  - d. Maintains complete and accurate insurance schedules for fixed assets consistent with City policy.
  - e. Provide for the disposal or transfer of all surplus fixed assets in a manner consistent with the best interest of the City.
2. Department Heads /Directors shall be responsible for:
  - a. Safekeeping and maintenance for all fixed assets assigned to and or purchased for their respective departments.
  - b. To insure that the use of all assets is consistent with City policies and procedures.
  - c. Timely identification and reporting of all fixed assets no longer needed by their department.
  - d. Insuring that the inventory of fixed assets is accurately completed in a timely fashion.
  - e. The appointment of a departmental inventory coordinator.
3. Departmental Inventory Coordinator shall be responsible for:
  - a. Coordinating and or conducting the physical inventory of fixed assets at the respective department.
  - b. Assisting with the identification of new, surplus and transferred assets by completing and submitting equipment control forms as required.
4. Employees shall be responsible for:
  - a. The care and maintenance of City property within their control or possession.
  - b. Insuring that City property is controlled according to the policy and procedure set forth herein.



### **Control and Identification (11.04)**

1. Control - City property, assets and/or equipment are to be used only in the performance of City duties. It is not the policy of the City to lend City property to individuals or organizations or to permit members of the staff to use City property and/or equipment for their personal use. Removal of City property from buildings and/or grounds of the City for purposes other than City business is strictly prohibited.
2. Identification - All capital and controllable assets shall be properly identified and/or tagged in such a manner as to clearly mark the asset as City of Columbia property.
  - a. Titled and registered vehicles and heavy equipment may be sufficiently identified by serial number and therefore do not require a City asset tag; however, if the serial number becomes damaged or obscured the department inventory coordinator shall request a fixed asset tag to be placed on the vehicle or equipment. In most instances these vehicles shall further be identified with City logo, seal, or name affixed to the exterior.
  - b. All capitalized and controllable equipment shall be identified with a City fixed asset tag unless exempted. Tags will be placed near or adjacent to the manufacturer's nameplate when possible and/or in a position for easy sighting. Additional identifying information such as serial or model numbers will be recorded or verified at this time. Certain equipment may require tag numbers be "etched" or written with a permanent marker. The department inventory coordinator shall request a replacement tag when and if the existing tag is lost, damaged or obscured.
  - c. Assets may be exempted from tagging due to the nature or use of the asset. Exempted assets shall be identified as to specific location and/or employee to which they are assigned. Assignment and location must be updated as necessary. Examples of exempted assets include but not limited to guns and weapons and covert police equipment.

### **Inventory (11.05)**

Inventories are necessary to verify the existence and condition of assets purchased by the City. It is key to controlling costs and securing public trust in government operations.

1. Frequency – Fixed assets, both capitalized and controllable, excluding real estate will be inventoried every two years on a rotating basis following the schedule below:
  - a. Even Numbered Years.
    - Parks & Recreation, January - February
    - Police, September - October
    - City Hall, November - December
    - Emergency, Management - March
  - b. Odd Numbered Years.
    - Public Works, November - December
    - Fire & Rescue – September, October
    - Wastewater, January - February
  
2. Procedure – A list of all fixed assets will be prepared by the Fixed Asset Manager and distributed to the departmental inventory coordinator according to inventory frequency schedule. The Departmental Inventory Coordinator shall then be responsible for conducting the physical inventory of all items listed.
  - a. Serial numbers and asset tag numbers shall be verified to the physical asset.
  - b. Any item missing an asset tag shall be flagged and another asset tag will be issued.
  - c. Assets shall be assessed as to the general condition and noted on the inventory list.
  - d. Changes in asset location shall be noted to aid with future inventories.
  - e. Full effort shall be made to account for all assets.
  - f. Missing assets shall be clearly indicated on the inventory listing.
  - g. The Fixed Asset Manager will prepare a list of all missing assets for review by the Department Director and reported to City Council.
  - h. In most instances, Departments have been given two months during which to complete the asset inventory. The completed inventory list shall be signed by the department inventory coordinator and Department Director and returned to the fixed asset manager by the 15<sup>th</sup> of the month following the completion of the inventory.
  
3. Real Estate – Will not be subject to annual inventory.

## Disposals of Surplus Property (11.06)

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

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



- f. Enterprise funds are not allowed to transfer assets or supplies to non-enterprise funds or between enterprise funds without being reimbursed the fair market value of the asset being transferred.
  - g. The Fixed Asset Manager shall update the asset records to reflect all transfers.
1. Trade In – Assets may be traded in for similar assets provided that the City is receiving fair market value for the assets being traded and the asset being acquired is also valued at fair market.
    - a. Assets considered for trade in shall have an equipment control form completed and submitted to and approved by the fixed asset manager prior to the consummation of any transaction.
    - b. Trade in of assets valued \$10,000 or more shall be noted in an agenda item for Council approval disclosing the asset being acquired, its value and trade in allowance being offered and statement of fair market value of the asset being traded.
    - c. The Fixed Asset Manager shall update the asset records to reflect all trade in.
  2. Disposals – Final disposal of surplus property will be coordinated by the Fixed Asset Manager.
    - a. The City Council shall approve or ratify the disposal of all surplus property.
    - b. The Fixed Asset Manager will prepare an agenda item for Council approval.
    - c. Accepted disposal methods are :
      - Public Auction – may be online or live auction
      - Trade In – see procedure above
      - Sealed Bid – After proper and adequate advertising
      - Recycling – May be applicable to metal, oil
      - Discard – Last disposal method to be considered
      - Donation – If approved by City Council
      - Abandonment – In the case of right of ways and certain real estate
    - d. Proceeds from disposals shall be credited to governmental fund from which the asset was purchased.
    - e. The Fixed Asset Manager shall update the asset records to reflect all disposals.
    - f. City employees, with the exception of the fixed asset manager, are allowed to bid on surplus property being sold in an open public market

such as public auction or sealed bid. City employees are prohibited in engaging in the recycling or discard of City property.

### **Theft, Loss or Damage of City Property (11.07)**

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

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

### **Scrap Metal (11.08)**

The sale of scrap metal is regulated by the State of Tennessee as covered in Title 62 Chapter 9 of the T.C.A. The City of Columbia will conform to those regulations when selling any scrap metal.

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

## SECTION 12: VENDOR RELATIONS

### Vendor Relations (12.01)

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

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

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

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



**NOTE:** Vendors may make application by accessing the City's Finance Department webpage [www.columbiatn.com/government/finance](http://www.columbiatn.com/government/finance), then selecting the "Purchasing" subpage and selecting Vendor Registry. A paper application is available upon request.

## **Code of Ethics and Conduct (12.02)**

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 Columbia 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 Council in open session.

### **Complaints by Vendors (12.03)**

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

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

Vendor Protest – The process for handling a protest related to a bid or the award thereof is included in Section 7 of this manual.



## Debarment of Vendors (12.04)

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

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

## SECTION 13: TRAVEL POLICY

### Purpose (13.01)

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. Permissible functions are conventions, luncheons, meetings, seminars, and training sessions that are related to the operations of the City of Columbia. Reimbursement for travel shall be limited to the amount of funds budgeted within the respective departments.

### Authorization to Travel (13.02)

Travel must be approved in advance. Prior authorization requires that an estimate of all expenses that may be incurred as a result of the travel be submitted using *The Travel Authorization Form*.

1. City employees, except the City Manager, shall submit the travel Authorization Form to their respective department head for approval.
2. Boards and Commission members shall submit the Authorization Form to the City Manager.

### Travel Vouchers (13.03)

Travel vouchers are used to document actual travel expenses upon return and shall be submitted within fourteen (14) days of the conclusion of the travel.

The following provisions shall be observed when requesting or submitting a travel voucher:

1. Meals are not reimbursed unless an overnight stay is involved.
2. Travel vouchers are submitted to and approved in the same fashion as the Authorization to Travel Form.
3. Travel vouchers require original receipts for those items not included within a per diem allowance or mileage reimbursement.
4. The State of Tennessee Travel Regulations shall be the guide for all travel reimbursement with the following exception:

- a. The City will not reimburse per diem meal rates for any and all meals furnished as part of training sessions, conferences or hotel accommodations regardless of the employee's participation in the meal.
5. Reimbursement rates shall automatically change as the State of Tennessee Travel Regulation Policy changes unless specifically preempted by the City Manager.
6. Travel expenses for spouses or other personal guests are not reimbursable by the City unless their travel specifically relates to City business and is authorized prior to the travel.
7. Rental of Vehicles may be reimbursed if approved in advance and supported by a detail receipt upon return. Rental vehicles should be refueled prior to returning the vehicle. Rental contracts should include the cost of physical damage coverage.
8. Parking expenses exceeding the State of Tennessee allowable amount will be reimbursed with a proper receipt.
9. Job related entertainment or recreational expenses shall be reimbursed if approved in advance by the City Manager.
10. An employee may be considered in travel status and eligible for expense reimbursement the day preceding and the day following a schedule meeting or conference. Reimbursement may be prorated on these days depending upon the time of departure for the event of time of return after the event.



## SECTION 14: FEDERAL PURCHASING PROCEDURES

### Procurement Involving Federal Funds (14.01)

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

### Procurement Standards (14.02)

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

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

- d. Award only to responsible contractors
- e. Maintain sufficient records to detail the significant history of a procurement
- f. Be responsible for the settlement of all contractual and administrative issues

### **Time and Material Contracting (14.03)**

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

### **Open Competition (14.04)**

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

### **Procurement Thresholds (14.05)**

1. Purchases of \$3,500 or less are considered to be micro-purchases and do not require competitive pricing. It should be noted that this limit is less than the purchasing threshold used for non-federal purchasing.
2. Purchases for \$3,500 to \$25,000 require three written quotes.

3. Purchases above \$25,000 must follow a sealed bid process, competitive proposal process or noncompetitive proposal process.
4. Non-competitive proposals may be used ONLY if the one of the following applies:
  - a. Only available from a single source
  - b. Emergency purchase
  - c. Federal awarding agency of pass through entity expressly authorizes it
  - d. After solicitation, competition is deemed inadequate

#### **Contracting (14.06)**

1. The Federal procurement standards include public policy objectives related to the use of small businesses, minority firms, women's business enterprises, and labor surplus area firms.
2. With respect to these firms, the City must:
  - a. Place qualified firms on the solicitation lists
  - b. Assure these firms are solicited whenever they are potential sources
  - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation
  - d. Establish delivery schedules, where the requirement permits, that encourages participation by these firms
  - e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
  - f. Require prime contractors to take these same steps



## SECTION 15: RECORD RETENTION POLICY

### Requirements for Record Retention (15.01)

Municipal officials should be aware that federal and State laws, regulations, grants, contracts or terms of a loan agreement may require them to keep certain records for certain periods of time. Since municipal governments are instrumentalities of the state, some of the laws addressing what records must be kept by City offices and how those records should be managed are found in the Tennessee Code Annotated (T.C.A.). As with the federal government, the state of Tennessee also has a set of rules and regulations promulgated by state agencies, boards and commissions, which are published by the secretary of state and known as the Official Compilation — Rules and Regulations of the State of Tennessee.

The duties of many City officials are set forth in Title 8 and in the general law charters in Title 6 of the T.C.A. Other duties and responsibilities are found in private act charters. For many offices, there are requirements included in the duties of the office to keep and preserve specific types of records. Certain City officers and employees, such as the City Recorder, Personnel Director and Court Clerk have a major record-keeping function. The proper and efficient performance of these duties is necessary not only for the continued operation of the City government, but also for the preservation of order in our society. Even offices without a primary record-keeping function are required to keep records.

### Legislation Regarding Record Retention (15.02)

#### 1. T.C.A. 10-7-701. Public records – Temporary records.

All documents, papers, records, books of account, and minutes of the governing body of any municipal corporation, or of any office or department of any municipal corporation, within the definition of "permanent records," "essential records," and/or "records of archival value," as defined in § 10-7-301, constitute "public records" of the municipal corporation. All documents, papers, or records of any municipal corporation or of any office or department of the municipal corporation that constitute "temporary records" and/or "working papers" within the definition set forth in § 10-7-301(13) and (14) constitute "public records" of the municipality, except that "temporary records" may be scheduled for disposal as authorized in this part.

2. T.C.A. 10-7-702. Retention schedules.

- a. The municipal technical advisory service, a unit of the Institute for Public Service of the University of Tennessee, is authorized to compile and print, in cooperation with the state library and archives, records retention manuals which shall be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state.
- b. Notwithstanding any law to the contrary, the governing body of any municipality may by resolution authorize the disposal of any permanent paper record of the municipality when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, or any appropriate electronic medium, in accordance with § 10-7-121. Other records of the municipality may be disposed of when the retention period that is prescribed in the retention schedule used by the municipality has expired. For purposes of this subsection (b), disposal includes destruction of the record. A municipality may adopt reasonable rules and policies relative to the making, filing, storing, exhibiting, copying and disposal of municipal records.

3. T.C.A. 10-7-121. Government records kept on computer or removable computer storage media.

- a. Notwithstanding any other law to the contrary, any information required to be kept as a record by any government official may be maintained on a computer or removable computer storage media, including in any appropriate electronic medium, instead of bound books or paper records if the following standards are met:
  - Such information is available for public inspection, unless it is a confidential record according to law
  - Due care is taken to maintain any information that is a public record during the time required by law for retention
  - All daily data generated and stored within the computer system shall be copied to computer storage media daily, and the newly created computer storage media more than one (1) week old shall be stored at a location other than at the building where the original is maintained
  - The official can provide a paper copy of the information when needed or when requested by a member of the public.

- b. Nothing in this section shall be construed to require the government official to sell or provide the media upon which such information is stored or maintained.
- 4. In any county having a population of more than eight hundred thousand (800,000), according to the 1990 federal census or any subsequent federal census, all material that is maintained on a computer or removable computer storage media by the assessor of property that relates to information developed from the assessment of property or that is a record of the final assessment of property shall be made available to the public at cost within thirty (30) days of a request by a member of the public.

#### **Records disposition authority (15.03)**

- 1. The following positions are charged with authorizing and approving the disposition and destruction of records that no longer have administrative, fiscal, legal, or historical value: City Manager, City Recorder, City Court Clerk, City Judge, Finance Director, Fire Chief, Personnel Director, Parks Director, Public Works Director, Wastewater Director or Police Chief.
- 2. The positions described above are authorized to dispose of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks, in accordance with *TCA 10-7-121*.
- 3. The City Manager shall designate staff responsible for conducting yearly audit of each department to ensure compliance with this policy. The audit shall consist of examining random samples of existing documents and record inventory worksheets.
- 4. The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee's Municipal Technical Advisory Service, pursuant to the authority granted in *TCA 10-7-702*. However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so or otherwise directed by City Council.





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

1st CONSIDERATION OF ORDINANCE NO. 4471 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 41 PARCEL 15.00, LOCATED AT FREEHAND LANE AND CLEBURNE ROAD, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT)

**RECOMMENDATION:** Approve Ordinance No. 4471 on first consideration and establish August 10, 2023 as the date of Public Hearing.

**INFORMATION:** During the transition from Zoning Ordinance 3638 to Zoning Ordinance 4400, the zoning map was adopted with the aforementioned property reflecting a CD-3 (Neighborhood Character District) residential zoning instead of the CD-4 (General Urban Character District) that the MCD (Mixed Use Commercial Service District) correlated to and was previously zoned. The applicant is requesting the rezoning for correction. The Municipal Planning Commission reviewed this request at the June 14, 2023 meeting and recommended approval by a vote of six to zero.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 41 PARCEL 15.00, LOCATED AT FREEHAND LANE AND CLEBURNE ROAD, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 41 Parcel 15.00, located at Freehand Lane and Cleburne Road, is located in the Second Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 14th day of June, 2023, and after a public hearing held on the 10th day of August, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 10th day of August, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

*C. Tim Tisher*  
C. TIM TISHER, CITY ATTORNEY

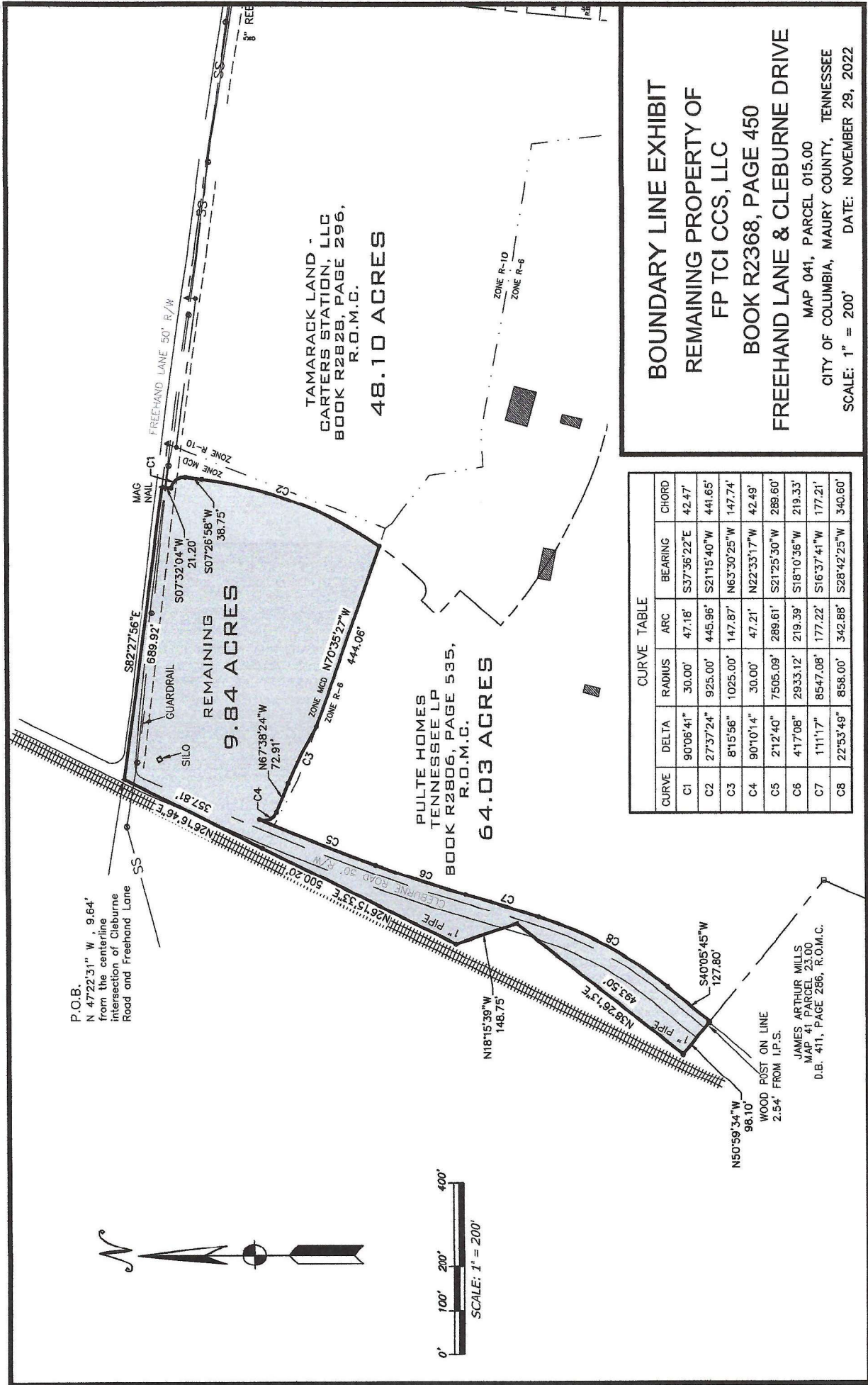
APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_











**STAFF REPORT CONTACT INFORMATION**

Kevin McCarthy, AICP, City Planner

[kmccarthy@columbiatn.com](mailto:kmccarthy@columbiatn.com), 931-560-1560

**APPLICATION NUMBER**

**23-0134**

**APPLICANT/PROPERTY OWNER**

**Nelson Crowe/ FP TCI CCS, LLC**

**PUBLIC HEARING**

**DATE**

**N/A**

**PROPERTY ADDRESS/LOCATION**

**Tax Map 41 Parcel 15**

**SUMMARY OF REQUEST: Zoning Map Amendment (CD-3 to CD-4)**

The applicant requests to rezone a 6.5-acre parcel located at the corner of Freehand Lane and Cleburne Road from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The requested rezoning corrects an error in the Official Zoning Map which occurred during the transition from the previous Zoning Ordinance (3638) to the current Zoning Ordinance (4400) in July 2022.



MAP SOURCE: City GIS

| EXISTING ZONING | EXISTING LAND USE | SURROUNDING ZONING & LAND USE                                         | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|-----------------|-------------------|-----------------------------------------------------------------------|----------------------------|------------------|
| CD-3            | Vacant            | Unincorporated / CD-3<br>Utility Facility, Vacant/Single-Family Homes | N/A                        | ± 6.5 Acres      |

**CONSISTENCY with the COMPREHENSIVE PLAN:**

**Rural Countryside:** The future land use character area of the subject property is Rural Countryside. The Rural Countryside future land use classification is characterized by low-density residential districts.

**PROPERTY HISTORY:**

The subject property is currently vacant. The Carter's Station North Preliminary Plat designates the property as "future commercial development."

**CONFORMITY to the ZONING ORDINANCE:**

Section 8.5.19.H.3.e of the Zoning Ordinance, indicates that the City Council may, upon recommendation of the Planning Commission, amend the Official Zoning Map in order to correct mistakes.

**Staff Comment:**

The subject property was part of a larger split-zoned property. The subject site was zoned MCD (Mixed



Use Commercial Service District). The balance of the development was zoned R-10. When City Council adopted the current Zoning Ordinance (4400), properties zoned MCD under the previous ordinance converted to the corresponding CD-4 district. Similarly, properties zoned R-10 converted to the CD-3 district. Great care was taken to avoid misclassification of properties during the update to the Official Zoning Map. However, in this case, the MCD zoned property was misidentified as CD-3. The misclassification became part of the Official Zoning Map upon adoption by the City Council. Reversing the mistake requires evaluation by the Planning Commission and approval by the City Council. The proposed rezoning restores the status quo *ex ante* to adoption of the Zoning Ordinance.

### **Zoning Map Amendment:**

Staff reviewed the request for a zoning map amendment for conformity with the standards listed in the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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Staff's review of Section 8.5.19.H.4 in relation to this request finds the following:

- a. Whether the Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;

*The subject property has a future land use classification of Rural Countryside (Connect Columbia Map 4). The proposed zoning is not consistent with the Comprehensive Plan. However, the current CD-3 zoning is also inconsistent with the Comprehensive Plan. The rezoning simply restores the inconsistency which existed prior to adoption of the current Zoning Ordinance.*

- b. Whether the legal purposes for which zoning exists, as set forth in Section 1.5[, are not contravened];<sup>1</sup>

*All future use of the properties will be required to conform to the standards of the Zoning Ordinance. The standards protect and promote the public health, safety, morals, comfort, convenience, and general welfare of the people and community (§ 1.5.1.A p. 6).*

*The Planning Commission may determine that the proposed rezoning furthers the other purposes of zoning listed at §§ 1.5.1 and 1.5.2 of the Ordinance.*

- c. Whether there will be any adverse effect upon adjoining property owners unless such effect

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<sup>1</sup> Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 reads "the legal purposes for which zoning exists are not contravened."

can be justified by the overwhelming public good or welfare;

*There are no known adverse effects upon adjacent property owners.*

- d. Whether any one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*Rezoning the property will restore the rights of the property owner to the status prior to adoption of the Zoning Ordinance without detrimental effects on the general public.*

- e. Whether conditions affecting the area have changed to a sufficient [extent] to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;<sup>2</sup>

*The rezoning maintains the existing land use entitlements.*

- f. Whether adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.

*Technical comments from public service providers generally indicate that services are in place to support the zoning change.*

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<sup>2</sup> The word *extent* was unintentionally omitted in the drafting of Ordinance 4400. The word was present in the corresponding criterion in Ordinance 3638.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

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**AGENDA ITEM TITLE:**

1st CONSIDERATION OF ORDINANCE NO. 4472 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 90 PARCEL 7.08, LOCATED OFF RIVER ROAD, FROM PUD-MU (PLANNED UNIT DEVELOPMENT - MIXED USE) TO CD-5 (URBAN CENTER CHARACTER DISTRICT)

**RECOMMENDATION:** Approve Ordinance No. 4472 on first consideration and establish August 10, 2023 as the date of Public Hearing.

**INFORMATION:** The applicant is requesting the removal of the current PUD (Planned Unit Development) zoning overlay from the property. The Connect Columbia comprehensive plan supports the requested CD-5 zoning. The original PUD was never developed and current Zoning Ordinance standards could not be met for the stand-alone five acre property. The applicant presents a concept for future development under the CD-5 (Urban Center Character District) zoning, and reflects a mix of residential types with pocket parks and a thoroughfare. The property is behind established commercial property and adjacent to the Taylor Landing development. The Municipal Planning Commission reviewed this request and recommended approval by a vote of five to one at the June 14, 2023 meeting.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 90 PARCEL 7.08, LOCATED OFF RIVER ROAD, FROM PUD-MU (PLANNED UNIT DEVELOPMENT – MIXED USE) TO CD-5 (URBAN CENTER CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from PUD-MU (Planned Unit Development – Mixed Use) to CD-5 (Urban Center Character District).

Section 2: Said property to be rezoned, being Tax Map 90 Parcel 7.08, located off River Road, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from PUD-MU (Planned Unit Development Mixed Use) to CD-5 (Urban Center Character District) is attached hereto, identified as Exhibit “B” and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 14th day of June, 2023, and after a public hearing held on the 10th day of August, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 10th day of August, 2023.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

## **LEGAL DESCRIPTION OF PROPERTY:**

23-0080

**DAVID TAYLOR PROPERTY  
PROPERTY MAP 090, PARCEL 007.08  
RIVER ROAD / GANDER CROSSING  
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE**

Being a certain tract or parcel of land lying and being in the Ninth (9<sup>th</sup>) Civil District of Maury County, city of Columbia, Tennessee and being more particularly described as follows:

Being the 6.16-acre tract as shown on the final plat entitled "Final Minor Subdivision Plat for Patricia Taylor Clayborne, Glenda Taylor Marshall, Julie Taylor Thompson, & David Charles Taylor" of record in Plat Book 11, page 173, Register's Office for Maury County, Tennessee to which plat reference is hereby made for a more complete description of the subject property.

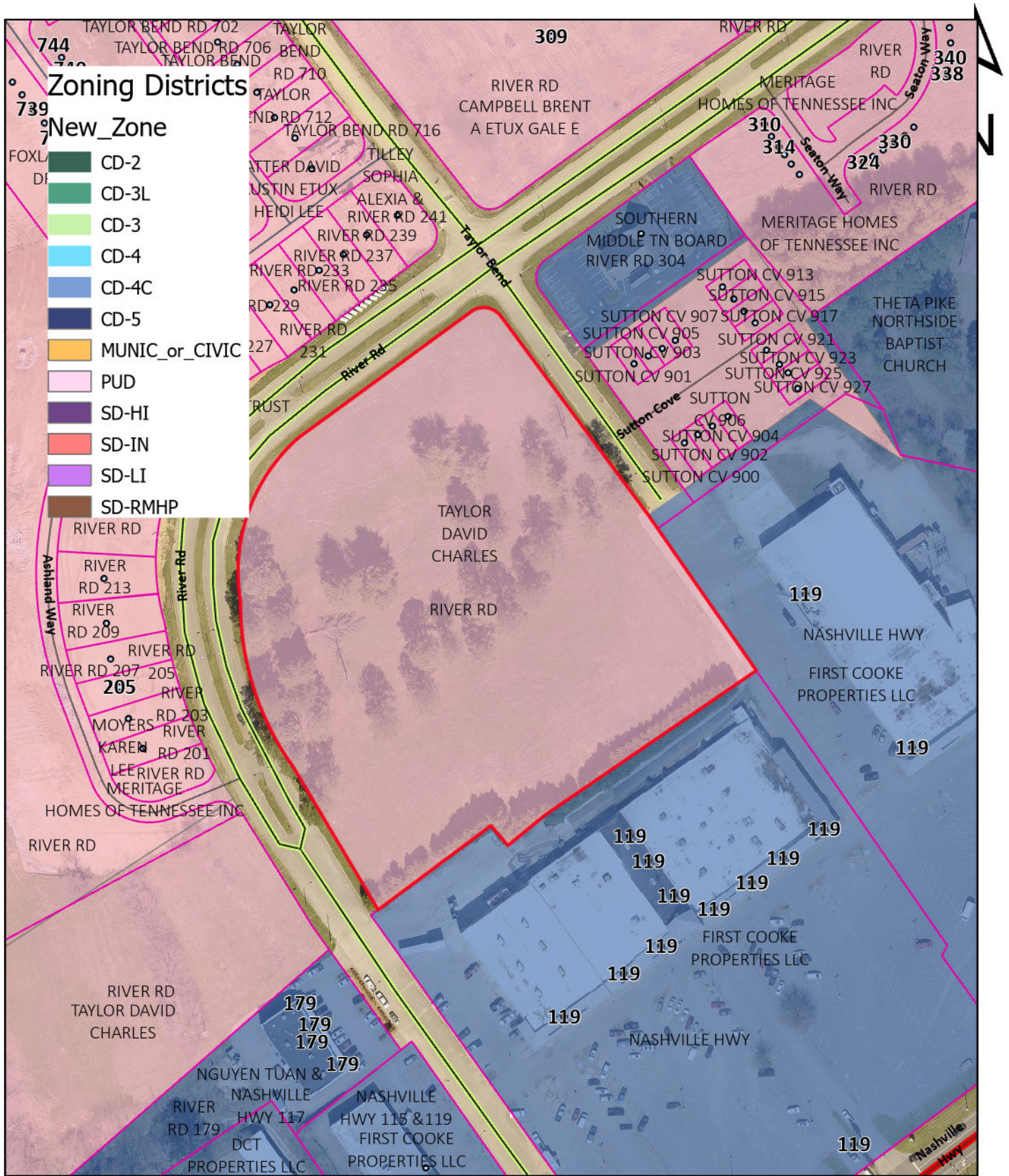
Included in the above-described property, but expressly excluded is the 0.28-acre tract as shown on the final plat entitled "Final Minor Subdivision Plat for David Taylor Enterprises, LLC" of record in Plat Book 11, page 356, Register's Office for Maury County, Tennessee.

Said 0.28-acre tract being a portion of the same property conveyed to David Taylor Enterprises, LLC from David Charles Taylor by Quitclaim Deed of record in Record Book R1428, page 657, Register's Office for Maury County, Tennessee.

Containing approximately 5.88 acres, as calculated by information contained in the above-referenced plats of record. No field work has been performed by Ragan-Smith-Associates to verify the accuracy of the property lines, corners or areas shown on said recorded plats.

Being a portion of the same property conveyed to David Charles Taylor from David Charles Taylor, Patricia Lee Taylor Clayborne, Glenda Kaye Taylor Marshall and Julie Ann Taylor Thompson by Quitclaim Deed of record in Book 1389, page 58, Register's Office for Maury County, Tennessee.





Ordinance No. 4472 - Exh B

River Road



CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541



**STAFF REPORT CONTACT INFORMATION**

Kevin McCarthy, AICP, City Planner

[kmccarthy@columbiatn.com](mailto:kmccarthy@columbiatn.com), 931-560-1560

APPLICATION NUMBER

**23-0136**

APPLICANT/PROPERTY OWNER

**Greg Gamble/ David Taylor**

PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**Tax Map 90 Parcel 7.08**

**SUMMARY OF REQUEST: Zoning Map Amendment (MU-PUD to CD-5)**

The applicant requests to rezone a 5.88-acre parcel located at the intersection of Taylor Bend Road and River Road from MU-PUD (Mixed Use Planned Unit Development) to CD-5 (Urban Center Character District). The requested zoning designations consists of higher density Mixed Use areas. In support of the requested rezoning, the applicant provided a concept plan which depicts the multifamily housing on the site.

This report summarizes staff analysis of the consistency, conformity, and compatibility of the proposed rezoning.



MAP SOURCE:  
City GIS

| EXISTING ZONING | EXISTING LAND USE | SURROUNDING ZONING & LAND USE    | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|-----------------|-------------------|----------------------------------|----------------------------|------------------|
| MU-PUD          | Vacant            | CD-4C/PUD<br>Residential/ Retail | Multi-Family Homes         | ±5.88 Acres      |

**CONSISTENCY with the COMPREHENSIVE PLAN:**

**Urban Neighborhood:** The future land use of the subject property is Urban Neighborhood. The classification is characterized by residential development and neighborhoods, with intermixed and compatible civic uses. The requested CD-5 zoning designation is consistent with the Urban Neighborhood future land use classification.

**PROPERTY HISTORY:**

The subject property is currently vacant. It was previously part of a PUD Master Plan which was not developed. The current owner has held the property since at least 1999.

**CONFORMITY to the ZONING ORDINANCE:**

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicants provided a concept plan (i.e. “Sketch Development Plan”) demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any development plan/preliminary plat must comply with Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

**Zoning Ordinance Referenced: Proposed CD-5 Character District (Table 4.3.1-F, p. 96-105)**

The Ordinance describes the CD-5 Character District as a higher density mixed use area which permits a wide range of building types. Thoroughfares form medium-sized blocks, which include sidewalks, lights, and street trees. The maximum gross density in the district is unregulated. However, structure type limitations effectively limit density. CD-5 is an appropriate implementing district for the Urban Neighborhood future land use classification.

**Lot/Building Site Width (Table 4.3.1-F, p. 96)**

- Lot/Building site width 18-36’ (townhomes) maximum of 120’ (Large Multifamily)
- Frontage buildout minimum of 80%
- No less than 80% of lots must enfront a vehicular thoroughfare or internal drive conforming to the standards of the Ordinance and Subdivision Regulation
- Up to ≤ 20% of the lots may enfront a pedestrian path, passage, pedestrian walkway if such Lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or Easement

**Lot Standards/ Principle Buildings (Table 4.3.1-C, p. 68)**

- 0’ min principal frontage setback; 15’ maximum principal frontage setback
- 0’ secondary frontage setback; 15’ maximum secondary frontage setback
- 0’ min side setback; 24’ maximum side setback
- Rear setback not regulated

**Staff Comment:**

The concept plan depicts five Large Multifamily buildings (7 – 24 units), 30 townhomes, and Civic Space. All together, the concept depicts 126 homes, yielding a gross density of 21.4 dwelling units per acre. The requested CD-5 zoning is consistent with the requested Urban Neighborhood future land use classification.

The concept plan generally demonstrates that it is possible to develop the site in conformity with the CD-5 standards. There are some site planning concerns to resolve. Any future Site Development Plan will need to designate building sites within the larger property. The amount and placement of parking depicted in the concept does not conform to the requirements of the zoning ordinance. However, the applicant acknowledged this concern in response to technical comments and has committed to refine the design under subsequent reviews. The concept plan does demonstrate that the applicant could develop the site in conformity with the requested zoning designation.

If the property is rezoned and the applicant submits a Site Development Plan for Planning Commission



review in the future, staff will prepare a detailed analysis of whether it conforms to the standards of the Ordinance. Subsequent permits to develop the site and construct buildings on the site would be subject to administrative review and approval.

The property is subject to the Water's Edge Planned Unit Development (PUD) Master Plan. City Council approved the Preliminary Master Plan in 2005. At that time, the subject site was approved for multifamily development. Other property included in the Master Plan developed under different concepts. Although the PUD technically remains in effect, it is not constructible. Section 8.5.21.R of the Zoning Ordinance authorizes the Planning Commission to recommend revocation of a Preliminary Master Plan upon a finding that circumstances have changed to degree that the landholder is unlikely to develop the site in conformity with the plan. If the Planning Commission decides to recommend approval of the requested rezoning, the action should also recommend revocation of the PUD Master Plan for the subject site.

### **Zoning Map Amendment:**

Staff reviewed the request for a zoning map amendment for conformity with the standards listed in the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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Staff's review of Section 8.5.19.H.4 in relation to this request finds the following:

- a. Whether the Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;

*The subject property has a future land use classification of Urban Neighborhood (Connect Columbia Map 4). The proposed change, from a Mixed Use Planned Unit Development to a CD-5 Urban Center Character District, is consistent with the Urban Neighborhood future land use classification (Connect Columbia p.24; Zoning Ordinance Table 3.7.1 p.37; Zoning Ordinance Table 4.3.1-F, p. 96).*

*The property is not located in an Area of Change (Connect Columbia Map 3), meaning that in 2017-2018, the Planning Commission determined that the development pattern was established and changes to overall character of the area should rarely occur. This does not necessarily mean that the proposed change is inconsistent with Connect Columbia. However, the plan advises a "pause" and careful review to ensure that the context of the area surrounding the subject property is considered (Connect Columbia p. 14).*

- b. Whether the legal purposes for which zoning exists, as set forth in Section 1.5[, are not

contravened];<sup>1</sup>

*All future use of the properties will be required to conform to the standards of the Zoning Ordinance. The standards protect and promote the public health, safety, morals, comfort, convenience, and general welfare of the people and community (§ 1.5.1.A p. 6).*

*The Planning Commission may determine that the proposed rezoning furthers the other purposes of zoning listed at §§ 5.1.1 and 5.1.2 of the Ordinance.*

- c. Whether there will be any adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

*The standards of the Zoning Ordinance and the Site Development Plan review process can be used to mitigate any adverse effects upon adjacent property owners*

- d. Whether any one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*Rezoning the property will likely provide material benefits to the owner. However, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance.*

- e. Whether conditions affecting the area have changed to a sufficient [extent] to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;<sup>2</sup>

*The area around the subject site has changed significantly since City Council approved the current PUD Master Plan. As a result of these changes, the Master Plan is not constructible. The proposed change to the zoning map will allow the property owner to develop the site with the same uses at a similar intensity. Planned Unit Developments were used historically to ensure high quality design. The requested CD-5 zoning contains prescriptive standards which establish minimum quality for development. These standards were not available under previous zoning ordinances.*

- f. Whether adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.

*Technical comments from public service providers generally indicate that services are in*

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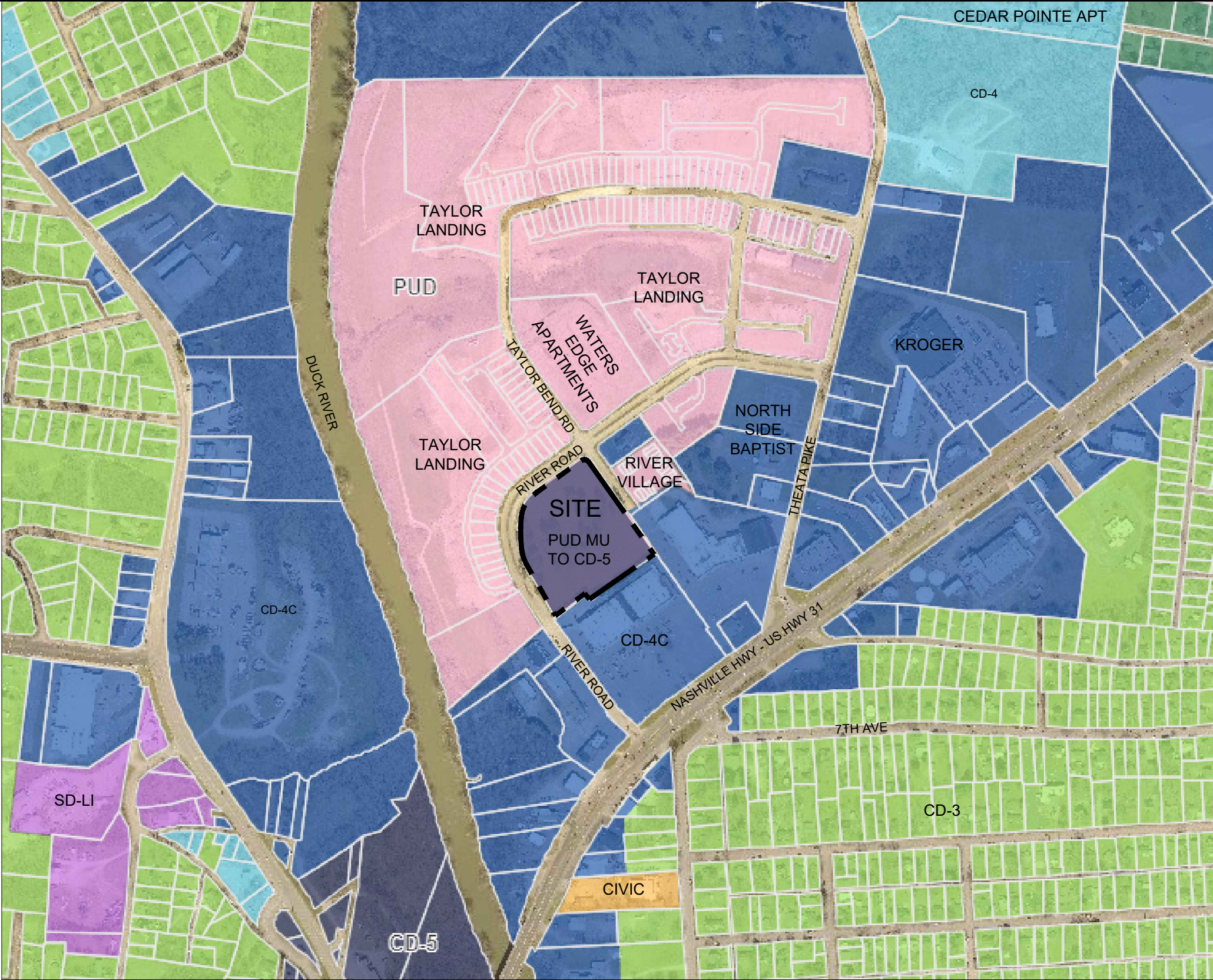
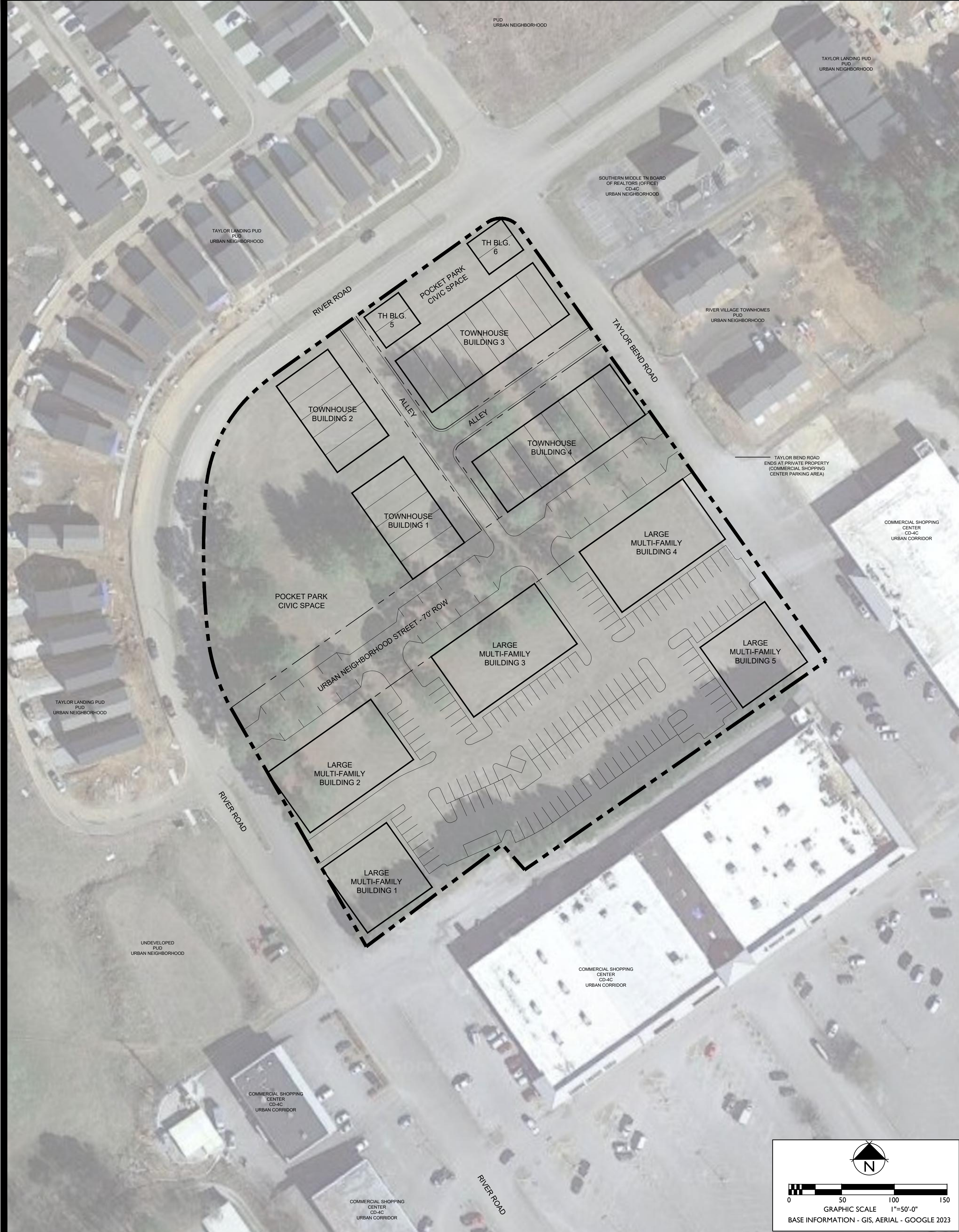
<sup>1</sup> Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read “the legal purposes for which zoning exists are not contravened.”

<sup>2</sup> The word *extent* was unintentionally omitted in the drafting of Ordinance 4400. The word was present in the corresponding criterion in Ordinance 3638.

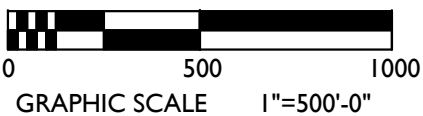
*place to support the zoning change.*

- *Maury County Schools noted that the likely attendance districts for the property are Riverside Elementary School, Cox Middle School, and Columbia Central High School. Each of these schools are currently below 83% of their capacity.*
- *Public Works noted that the property will be served by dumpsters and/or private sanitation services.*
- *At the time of the technical review, the project's water availability letter was set to expire on June 3<sup>rd</sup>. The applicant has obtained an updated letter from CPWS's consultant which confirms capacity to serve the site at the density depicted in the concept plan.*





LOCATION MAP - ZONING MAP



PROJECT INFORMATION:

PARCEL: MAP 90 PARCEL 7.08  
ADDRESS: RIVER ROAD  
AREA: +/-5.88 AC

APPLICANT/LANDSCAPE ARCHITECT:  
GREG GAMBLE OR KELI FRYMIRE  
GAMBLE DESIGN COLLABORATIVE  
3020 STANSBERRY LANE, SUITE 201  
FRANKLIN, TN 37069  
615-975-5765  
greg.gamble@gdc-tn.com  
keli@gdc-tn.com

DEVELOPER:  
CLIFF SMITH  
CPS LAND  
213 OVERLOOK CIRCLE, SUITE B2  
BRENTWOOD, TN 37027  
615.477.3186



DEVELOPMENT PLANNING AND  
LANDSCAPE ARCHITECTURE

RIVER ROAD PARCEL  
REZONING REQUEST & CONCEPTUAL DEVELOPMENT PLAN  
Columbia, Tennessee

LEGAL DESCRIPTION OF PROPERTY:

DAVID TAYLOR PROPERTY  
PROPERTY MAP 090, PARCEL 007.08  
RIVER ROAD / GANDER CROSSING  
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

23-0080

Being a certain tract or parcel of land lying and being in the Ninth (9<sup>th</sup>) Civil District of Maury County, city of Columbia, Tennessee and being more particularly described as follows:

Being the 6.16-acre tract as shown on the final plat entitled "Final Minor Subdivision Plat for Patricia Taylor Claybome, Glenda Taylor Marshall, Julie Taylor Thompson, & David Charles Taylor" of record in Plat Book 11, page 173, Register's Office for Maury County, Tennessee to which plat reference is hereby made for a more complete description of the subject property.

Included in the above-described property, but expressly excluded is the 0.28-acre tract as shown on the final plat entitled "Final Minor Subdivision Plat for David Taylor Enterprises, LLC" of record in Plat Book 11, page 356, Register's Office for Maury County, Tennessee.

Said 0.28-acre tract being a portion of the same property conveyed to David Taylor Enterprises, LLC from David Charles Taylor by Quitclaim Deed of record in Record Book R1428, page 657, Register's Office for Maury County, Tennessee.

Containing approximately 5.88 acres, as calculated by information contained in the above-referenced plats of record. No field work has been performed by Ragan-Smith-Associates to verify the accuracy of the property lines, corners or areas shown on said recorded plats.

Being a portion of the same property conveyed to David Charles Taylor from David Charles Taylor, Patricia Lee Taylor Claybome, Glenda Kaye Taylor Marshall and Julie Ann Taylor Thompson by Quitclaim Deed of record in Book 1389, page 58, Register's Office for Maury County, Tennessee.

REZONING REQUEST:

EXISTING ZONING: PUD-MU  
FUTURE LAND USE: URBAN NEIGHBORHOOD  
REQUESTED ZONING: CD-5

SKETCH PLAN REQUEST THE FOLLOWING USES, COMPLIANT WITH CD-5 ZONING: TOWN HOMES AND MULTI-FAMILY RESIDENTIAL. FINAL SITE PLAN LAYOUT TO BE REFINED WITH CITY OF COLUMBIA STAFF.

URBAN NEIGHBORHOOD: THE URBAN NEIGHBORHOOD CHARACTER AREA IS APPROPRIATE FOR LOW, MEDIUM AND HIGH DENSITY RESIDENTIAL INTERMIXED WITH COMPATIBLE CIVIC USES. GREEN SPACES LOCATED IN POCKET/COMMUNITY PARKS AND PEDESTRIAN CONNECTIONS ARE ALSO CHARACTERISTICS OF THIS LAND USE CATEGORY.

THE CONCEPT PLAN DEMONSTRATES A RESIDENTIAL NEIGHBORHOOD CONSISTING OF MULTI-FAMILY BUILDINGS ADJACENT TO EXISTING COMMERCIAL USES AND TOWN HOMES ADJACENT TO EXISTING TOWN HOMES AND SINGLE-FAMILY HOMES. THE PLAN INCORPORATES CIVIC SPACE/POCKET PARKS, PROVIDES A MIX OF ON-STREET PARKING AND PARKING AREAS IN THE 3RD LAYER (BEHIND) THE BUILDINGS. SIDEWALKS THROUGH OUT THE NEIGHBORHOOD WOULD CONNECT PEDESTRIANS WITHIN THE SITE AND TO THE LARGER AREA AND CITY PARK TO THE SOUTH AT CARTER STREET AND RIVERSIDE DRIVE.

THE EXISTING ZONING FOR THIS PARCEL IS PUD. THE PUD IS NOW EXPIRED AND A PORTION OF THE PREVIOUS PUD HAS BEEN INCORPORATED INTO A NEW PUD, WHICH IS UNDER CONSTRUCTION. AS THE INTENT OF THIS DEVELOPMENT IS A CENTRALLY LOCATED, RESIDENTIAL INFILL DEVELOPMENT, THE APPLICANT SEEKS TO REZONE THE PROPERTY TO A ZONING DISTRICT CONSISTENT WITH THE URBAN NEIGHBORHOOD LAND USE DISTRICT: CD-5 ZONING. THIS DISTRICT ALLOWS AN URBAN FORMED TRANSITION FROM THE COMMERCIAL CORRIDOR ALONG NASHVILLE HWY TO THE TOWN HOME AND SMALL-LOT SINGLE FAMILY DEVELOPMENT TO THE NORTH. THE DENSITY TRANSITIONS ACROSS THE SITE AND FOCUSES THE PARKING AND SERVICE AREAS OF THIS DEVELOPMENT TOWARDS THE SERVICE AREAS OF THE ADJACENT COMMERCIAL DEVELOPMENT.

ROADWAYS: THE FRONTAGE OF THE PROPERTY IS ON RIVER ROAD (MAJOR LOCAL) AND TAYLOR BEND ROAD (MAJOR LOCAL), WHICH TERMINATES INTO THE PARKING LOT OF THE ADJACENT COMMERCIAL PROPERTY.

HISTORY: THIS PARCEL WAS ORIGINALLY PART OF THE WATERS EDGE AT TAYLOR BEND PUD, APPROVED UNDER ORDINANCE 3619 IN 2005. THIS DEVELOPMENT WAS A MIXED-USE PUD, WHICH INCLUDED MULTI-FAMILY RESIDENTIAL. WHILE THE OLDER PLAN IS DIFFICULT TO READ, THIS PARCEL APPEARS TO HAVE THREE LARGE-SCALE MULTI-FAMILY RESIDENTIAL BUILDINGS. BASED ON THE BUILDING FOOTPRINTS, THIS LIKELY YIELDED BETWEEN 150-176 UNITS WITH A THREE STORY BUILDING OR 98-117 UNITS WITH A TWO STORY BUILDING.

SKETCH PLAN CD-5 DESIGN CRITERIA:

GROSS SITE AREA: +/-5.88 AC  
GROSS DENSITY: 21.4 DUA  
TOTAL UNITS: 126 UNITS  
30 TOWN HOME  
96 MULTI-FAMILY UNITS (12 TO 24 UNITS PER BUILDING)

PROVIDED CIVIC SPACE: 0.92 AC (15.6% GROSS AREA)  
CIVIC SPACE REQUIREMENT: 5% TO 20% OF GROSS SITE  
\*20% OF UNITS ALLOWED TO FRONT OPEN SPACE/PEDESTRIAN PATH  
IMPERVIOUS SURFACE COVERAGE: 100% MAX.

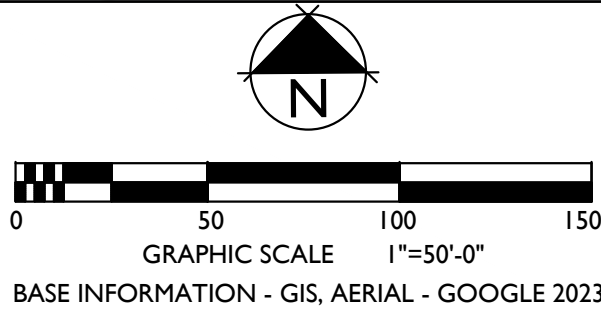
CONCEPT PLAN LOT DIMENSIONS:

TYPICAL TOWN HOME LOT

UNIT WIDTH: 20'  
UNIT DEPTH: 60'  
FRONT SETBACK: 0-15'  
SIDE SETBACK: 0-24'  
REAR SETBACK: NOT REGULATED  
MAXIMUM BUILDING WIDTH: 8 ATTACHED UNITS MAX.  
PARKING PROVIDED IN GARAGE (THIRD LAYER),  
IN DRIVEWAY (THIRD LAYER), OR  
ON STREET.

MULTI-FAMILY BUILDING

FRONT SETBACK: 0-15'  
SIDE SETBACK: 0-24'  
REAR SETBACK: NOT REGULATED  
MAXIMUM BUILDING WIDTH: 120'  
MAXIMUM UNITS PER BUILDING: 24  
PARKING PROVIDED IN SURFACE PARKED LOT (THIRD LAYER),  
OR ON STREET



Date: April 17, 2023  
Revision Date  
A MAY 22, 2023

△  
△

REZONING  
REQUEST

SHEET

L1.0





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Melissa Sanders, Planning Associate I, [msanders@columbiatn.com](mailto:msanders@columbiatn.com), 931-560-1560

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 23-29 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTIES AND PORTIONS OF PROPERTIES AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 LOCATED OFF TROTWOOD AVENUE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 1

**RECOMMENDATION:** Approve Resolution No. 23-29.

**INFORMATION:** The property owner(s) and the applicant are requesting annexation into the City of Columbia for future residential development under a Planned Unit Development Master plan known as Old Zion Road PUD. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

**A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR  
PROPERTIES AND PORTIONS OF PROPERTIES AT TAX MAP 112 PARCELS  
2.03, 9, 10.01, AND 10.07, LOCATED OFF TROTWOOD AVENUE, INTO THE  
CITY OF COLUMBIA, TENNESSEE.**

WHEREAS, pursuant to the authority of Tennessee Code Annotated Section §6-51-1 et.seq., the City of Columbia has the power to annex property into such City when petitioned by the owner; and

WHEREAS, the property owner(s) have requested and petitioned the City Council of the City of Columbia to annex into the City of Columbia as illustrated in Exhibit “B” which is attached hereto and incorporated herein by reference; and

WHEREAS, it appears to the City Council of the City of Columbia that the prosperity of the City of Columbia and the property described in Exhibit “A” attached hereto and incorporated herein by reference will be materially retarded and the safety and welfare of the inhabitants and property endangered unless said property is annexed.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA:

**Section 1.** The City of Columbia hereby annexes into the City of Columbia, Tennessee and incorporates within the boundaries thereof, properties and portions of properties at Tax Map 112 Parcels 2.03, 9, 10.01, and 10.07, located off Trotwood Avenue, lying between the present corporate limits and the new corporate limits. A location map depicting the proposed annexation area is identified as Exhibit “C” and is attached hereto and incorporated herein by reference.

**Section 2.** This Resolution was passed after a public hearing relative to this proposed annexation held by the Mayor and City Council of the City of Columbia, at the City Hall at 5:30 p.m. on the 8<sup>th</sup> day of June 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing. The Columbia Municipal Planning Commission recommended approval for the said annexation on the 12<sup>th</sup> day of April, 2023.

**RESOLUTION 23-29**

Page 1 of 2



**Section 3.** It appearing to the City Council of the City of Columbia, Tennessee, that in accordance with Tennessee Code Annotated, Section §6-51-102, a Plan of Services is required for the territory to be annexed. The City Council of the City of Columbia adopted a Plan of Services for the above described property on the 8th day of June, 2023, following a duly advertised public hearing, setting forth the identification and projected timing of municipal services to be extended in the above described area to be annexed. It further appearing that said Plan of Services as adopted by the City Council of the City of Columbia was previously submitted to the Columbia Municipal Planning Commission which studied said Plan of Services and rendered a written report to the City Council of the City of Columbia on the 12th day of April, 2023.

**Section 4.** This Resolution shall become effective thirty (30) days after its passage.

**Section 5.** That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE THIS 8<sup>th</sup> DAY OF JUNE, 2023.**

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

21-0244

**DOBUAL SPRING CREEK PARTNERS PROPERTY DESCRIPTION**

**MAP 112, PARCEL 9.00**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH AND EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, DEED BOOK R2068, PAGE 364, AND DEED BOOK R2068, PAGE 361, R.O.M.C.T., ON THE SOUTH BY TROTWOOD AVENUE – STATE ROUTE 243 (60' RIGHT OF WAY WIDTH), ON THE WEST BY GREGORY BAXTER, ETUX. OF RECORD IN DEED BOOK R1884, PAGE 442, R.O.M.C.T., LOT 1 AND LOTS 21-28 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., AND OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) IN THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SOUTH 71 DEGREES 43 MINUTES 53 SECONDS WEST, 3760.08 FEET TO A 1" IRON PIPE (OLD) AT THE SOUTHEAST CORNER OF SAID BAXTER PROPERTY;

THENCE, WITH THE EAST LINE OF SAID BAXTER PROPERTY, NORTH 18 DEGREES 37 MINUTES 31 SECONDS WEST, 257.38 FEET TO A 5/8" IRON ROD (OLD) AT THE COMMON CORNER OF SAID BAXTER AND LOT 1;

THENCE, WITH THE EASTERLY LINES OF LOT 1 AND LOTS 21-28 THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 08 DEGREES 55 MINUTES 46 SECONDS EAST, 775.72 FEET TO A 5/8" IRON ROD (OLD);
2. NORTH 08 DEGREES 22 MINUTES 18 SECONDS EAST, 329.80 FEET TO A 5/8" IRON ROD (OLD);
3. NORTH 07 DEGREES 55 MINUTES 00 SECONDS EAST, 447.60 FEET TO A CONCRETE MONUMENT (OLD) AT A SOUTHEAST CORNER OF OLD ZION, LLC PROPERTY;

THENCE, WITH AN EASTERLY LINE OF SAID OLD ZION, LLC PROPERTY, NORTH 08 DEGREES 14 MINUTES 58 SECONDS EAST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE SOUTHWEST CORNER OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID CITY OF COLUMBIA PROPERTY THE FOLLOWING FOURTEEN CALLS (1 THROUGH 14):

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

1. SOUTH 85 DEGREES 34 MINUTES 39 SECONDS EAST, 1577.22 FEET TO A PLANTED STONE;
2. SOUTH 85 DEGREES 08 MINUTES 00 SECONDS EAST, 97.47 FEET TO A CONCRETE MONUMENT (OLD);
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 1056.49 FEET TO AN IRON ROD (NEW);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 165.16 FEET, A DELTA ANGLE OF 90 DEGREES 07 MINUTES 18 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 52 MINUTES 06 SECONDS EAST, 148.65 FEET TO AN IRON ROD (NEW);
5. SOUTH 06 DEGREES 11 MINUTES 28 SECONDS WEST, 116.88 FEET TO AN IRON ROD (NEW);
6. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 56.44 FEET, A DELTA ANGLE OF 24 DEGREES 52 MINUTES 34 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 14 MINUTES 51 SECONDS EAST, 56.00 FEET TO AN IRON ROD (NEW);
7. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 357.57 FEET TO AN IRON ROD (NEW);
8. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 20.00 FEET TO AN IRON ROD (NEW);
9. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 100.00 FEET TO AN IRON ROD (NEW);
10. NORTH 71 DEGREES 18 MINUTES 54 SECONDS EAST, 20.00 FEET TO AN IRON ROD (NEW);
11. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 657.60 FEET TO AN IRON ROD (NEW);
12. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 10.00 FEET TO AN IRON ROD (NEW);
13. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 282.13 FEET TO AN IRON ROD (NEW);
14. SOUTH 26 DEGREES 27 MINUTES 57 SECONDS WEST, 13.94 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 7,592,427 SQUARE FEET OR 174.30 ACRES, MORE OR LESS.

#### NASHVILLE

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

#### MURFREESBORO

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

#### CHATTANOOGA

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



21-0244

**WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011 PROPERTY DESCRIPTION**

**MAP 112, PARCEL 2.03**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011, OF RECORD IN DEED BOOK R2165, PAGE 239, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY WELTON INVESTMENTS LLC OF RECORD IN DEED BOOK R2077, PAGE 1007, AND BY THE CENTERLINE OF THE L AND N RAILROAD, ON THE EAST BY WESTFIELD ESTATES SECTION 3 OF RECORD IN PLAT BOOK 7, PAGE 224, R.O.M.C.T., BY KCS PROPERTY LLC OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T. AND BY CHARLES RAINES OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T., ON THE SOUTH BY JOHN R. NEAL OF RECORD IN DEED BOOK R2018, PAGE 400, R.O.M.C.T., AND BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R2068, PAGE 364, R.O.M.C.T., ON THE WEST BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE SOUTHWEST CORNER OF THE CHARLES RAINES PROPERTY, AND IN THE NORTH LINE OF THE JOHN NEIL PROPERTY AND BEING THE SOUTH EAST CORNER OF THE HERIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTH LINE OF JOHN R. NEAL THE FOLLOWING THREE CALLS (1 THROUGH 3)

1. NORTH 83 DEGREES 09 MINUTES 43 SECONDS WEST, 67.78 FEET TO A POINT;
2. SOUTH 28 DEGREES 38 MINUTES 38 SECONDS WEST, 4.82 FEET TO A 1 1/2" IRON PIPE (OLD)
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 56.59 FEET TO A POINT IN THE EAST LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE WITH THE EASTERLY AND NORTHERLY LINE OF THE SAID CITY OF COLUMBIA, THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 128.18 FEET, A DELTA ANGLE OF 47 DEGREES 23 MINUTES 00 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 15 MINUTES 47 SECONDS WEST, 124.56 TO A POINT;
2. NORTH 83 DEGREES 55 MINUTES 40 SECONDS WEST, 1055.49 FEET TO A POINT IN THE EASTERLY LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH SAID EASTERLY LINE THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 07 DEGREES 23 MINUTES 40 SECONDS EAST, 1467.74 FEET TO A POINT;
2. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 1023.72 FEET TO A POINT;
3. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST, 34.22 FEET TO A POINT IN THE CENTERLINE OF SAID L AND N RAILROAD;

**NASHVILLE**

315 Woodland Street  
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**MURFREESBORO**

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(615) 546-6050

**CHATTANOOGA**

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

4.

THENCE, WITH THE WESTERLY AND SOUTHERLY LINE OF THE SAID WELTON INVESTMENTS LLC THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 05 DEGREES 04 MINUTES 17 SECONDS WEST 45.79 FEET TO A POINT;
2. SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST 315.07 FEET TO POINT;
3. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 760.0 FEET TO A POINT;
4. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 181.89 FFET TO A POINT AT A NORTHWEST CORNER OF LOT 60 AS SHOWN ON SAID PLAN OF WESTFILED ESTATES SECTION 3;

THENCE, WITH WESTERLY LINE OF SAID WESTFIELD ESTATES SECTION 3, KCS PROPERTY LLC AND CHARLES RAINES THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 1025.00 FEET TO A POINT;
2. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 104.00 FEET TO A POINT;
3. SOUTH 10 DEGREES 39 MINUTES 17 SECONDS WEST, 666.42 FEET TO A POINT;
4. SOUTH 08 DEGREES 56 MINUTES 17 SECONDS WEST, 921.22 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 3,808,886 SQUARE FEET OR 87.44 ACRES, MORE OR LESS.

**NASHVILLE**

315 Woodland Street  
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(615) 546-6050

**CHATTANOOGA**

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

21-0244

**OLD ZION, LLC PROPERTY DESCRIPTION**

**MAP 112, PARCELS 10.01**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE SOUTH, WEST, AND NORTH BY OLD ZION LLC AND BEING BOUNDED ON THE EAST BY OLD ZION LLC AND "ASHWOOD MANNOR" PLAT BOOK 8, PAGE 90. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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



21-0244

## **OLD ZION, LLC PROPERTY DESCRIPTION**

### **MAP 112, PARCELS 10.07**

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD (200' RIGHT OF WAY WIDTH), ON THE EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, R.O.M.C.T. AND LOTS 7-17 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., ON THE SOUTH BY LOTS 17-21 ON SAID FINAL PLAT ENTITLED "ASHWOOD MANOR", SUSAN HUBBELL, ETVIR. OF RECORD IN DEED BOOK R2276, PAGE 1254, R.O.M.C.T., THE SAME BEING TRACT 2 AS SHOWN ON THE FINAL PLAT ENTITLED "JOSEPH W. FLEMING HEIRS PROPERTY" OF RECORD IN PLAT BOOK 7, PAGE 72, R.O.M.C.T., GABRIEL H. ALVAREZ OF RECORD IN DEED BOOK R2689, PAGE 972, R.O.M.C.T., DWIGHT YORK, ETUX. OF RECORD IN DEED BOOK 1349, PAGE 527, R.O.M.C.T., AND OLD ZION ROAD (50' RIGHT OF WAY WIDTH), ON THE WEST BY THE REMANING PORTION OF THE OLD ZION LLC PROPERTY OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD AND THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID OLD ZION LLC PROPERTY, AND PROCEEDING AS FOLLOWS:

THENCE, LEAVING THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 57 DEGREES 34 MINUTES 40 SECONDS EAST, 242.42 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 455.02 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2)

1. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 599.32 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 2853.61 FEET TO AN IRON ROD (NEW) IN THE WEST LINE OF SAID CITY OF COLUMBIA PROPERTY;

#### **NASHVILLE**

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

#### **MURFREESBORO**

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

#### **CHATTANOOGA**

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

THENCE, SOUTH 06 DEGREES 39 MINUTES 56 SECONDS WEST, 1288.38 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHWEST CORNER OF SAID DOBUAL SPRING CREEK PARTNERS PROPERTY;

THENCE, WITH THE WEST LINE OF DOBUAL SPRING CREEK PARTNERS, SOUTH 08 DEGREES 14 MINUTES 58 SECONDS WEST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHEAST CORNER OF LOT 21 AS SHOWN ON SAID PLAT ENTITLED "ASHWOOD MANOR";

THENCE, WITH THE NORTHERLY LINES OF LOTS 21, 20, 19, 18, AND 17, NORTH 78 DEGREES 36 MINUTES 44 SECONDS WEST, 1257.79 FEET TO A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17;

THENCE, WITH THE WESTERLY LINES OF LOTS 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, AND 7, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 1894.47 FEET TO A 5/8" IRON ROD (OLD) AT THE NORTHEAST CORNER OF SAID HUBBELL PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID HUBBELL PROPERTY, NORTH 81 DEGREES 57 MINUTES 58 SECONDS WEST, 193.01 FEET TO A 1/2" IRON ROD (OLD) WITH A PLASTIC CAP STAMPED "RLS#1251" IN THE EAST LINE OF SAID ALVAREZ PROPERTY;

THENCE, WITH THE EASTERLY LINES OF SAID ALVAREZ AND YORK PROPERTIES THE FOLLOWING TWO CALLS (1 AND 2):

1. NORTH 04 DEGREES 38 MINUTES 50 SECONDS WEST, 77.05 FEET TO A 1/2" IRON ROD (OLD);
2. NORTH 03 DEGREES 35 MINUTES 44 SECONDS WEST, 154.03 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHEAST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID YORK PROPERTY, NORTH 87 DEGREES 04 MINUTES 57 SECONDS WEST, 247.57 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHWEST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF OLD ZION ROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 83 DEGREES 06 MINUTES 35 SECONDS WEST, 1368.79 FEET TO AN IRON ROD (NEW);
2. NORTH 82 DEGREES 07 MINUTES 36 SECONDS WEST 133.21 FEET TO A POINT IN THE CENTERLINE OF A DITCH;

THENCE, WITH A NEW LINE SEVERING OLD ZION LLC AND FOLLOWING THE CENTER OF LINE DITCH, THE FOLLOWING SIX CALLS (1 THROUGH 6)

1. NORTH 11 DEGREES 01 MINUTES 17 SECONDS EAST, 402.60 FEET TO A POINT;
2. NORTH 12 DEGREES 25 MINUTES 19 SECONDS EAST, 358.15 FEET TO A POINT;
3. NORTH 12 DEGREES 36 MINUTES 29 SECONDS EAST, 233.63 FEET TO A POINT;
4. NORTH 19 DEGREES 11 MINUTES 29 SECONDS EAST, 729.34 FEET TO A POINT;
5. NORTH 33 DEGREES 27 MINUTES 33 SECONDS EAST, 136.26 FEET TO A POINT;

**NASHVILLE**

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

**MURFREESBORO**

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

**CHATTANOOGA**

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

6. NORTH 28 DEGREES 38 MINUTES 06 SECONDS EAST, 126.42 FEET TO THE POINT OF **BEGINNING** AND HAVING AN AREA OF 6,712,656 SQUARE FEET OR 156.10 ACRES, MORE OR LESS.

**INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED FROM THE ABOVE DESCRIBED TRACT OF LAND** IS THE FOLLOWING DESCRIBED TRACT CONVEYED TO OLD ZION ROAD, LLC, BY DEED OF RECORD IN BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE. POINT OF BEGINNING AN 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

**NASHVILLE**

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

**MURFREESBORO**

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

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



Res. No. 23-29 - Exh B

March 15<sup>th</sup>, 2022

Mr. Paul Keltner  
City of Columbia  
700 N Garden Street  
Columbia, TN 38401

Reference: Annexation and Rezoning request for approximately 87.0 acres located on Trotwood Avenue, Columbia, TN, 38401, being **Map 112 Parcel 002.03** of the Maury County Tax Assessors Office

Dear Mr. Keltner,

Please accept this letter as our formal annexation and rezone request into the City of Columbia's municipal boundary. The property is located on Maury County Tax **Map 112** and is designated as **Parcel 002.03**. The property currently falls within the designated Urban Growth Boundary for the City of Columbia, TN.

With the successful annexation of the property, it is the intent of Encompass Land Group, LLC to seek a PUD-R zoning overlay. Attached with this request is a letter of availability for sewer service from the City of Columbia, TN Wastewater Department and a letter of availability for water service from Columbia Power & Water Systems.

We appreciate your recognition of this annexation and rezone request.

Respectfully,

|                         |                                                                  |
|-------------------------|------------------------------------------------------------------|
| <i>Charlotte Ridley</i> | dotloop verified<br>03/21/22 12:44 PM CDT<br>YMGV-PHZN-QFHO-9MJ3 |
|-------------------------|------------------------------------------------------------------|

Landowner

|                      |                                                                  |
|----------------------|------------------------------------------------------------------|
| <i>Emice Colmore</i> | dotloop verified<br>03/21/22 12:02 PM CDT<br>YHUL-CI8T-L7XZ-9TU4 |
|----------------------|------------------------------------------------------------------|

Landowner

|                          |                                                                  |
|--------------------------|------------------------------------------------------------------|
| <i>William P. Ridley</i> | dotloop verified<br>03/21/22 11:16 AM CDT<br>7ZQT-86BE-DMJD-HVUX |
|--------------------------|------------------------------------------------------------------|

Landowner

March 15<sup>th</sup>, 2022

Mr. Paul Keltner  
City of Columbia  
700 N Garden Street  
Columbia, TN 38401

Reference: Annexation and Rezoning request for approximately 154.07 acres located on Old Zion Road being **Map 112 Parcel 10.01 and Map 112 Parcel 10.07** of the Maury County Tax Assessors Office

Dear Mr. Keltner,

Please accept this letter as our formal annexation and rezone request into the City of Columbia's municipal boundary. The property is located on Maury County Tax **Map 112** and is designated as **Parcel 10.01 and Parcel 10.07**. The portion of the property included in this request currently falls within the designated Urban Growth Boundary for the City of Columbia, TN. There is approximately 11.6 acres of this property that lies outside the City of Columbia's Urban Growth boundary that is not included in this request.

With the successful annexation of the property, it is the intent of Encompass Land Group, LLC to seek a PUD-R zoning overlay. Attached with this request is a letter of availability for sewer service from the City of Columbia, TN Wastewater Department and a letter of availability for water service from Columbia Power & Water Systems.

We appreciate your recognition of this annexation and rezone request.

Respectfully,

  
\_\_\_\_\_  
Landowner

March 15<sup>th</sup>, 2022

Mr. Paul Keltner  
City of Columbia  
700 N Garden Street  
Columbia, TN 38401

Reference: Annexation and Rezoning request for approximately 173.29 acres located on Trotwood Avenue being **Map 112 Parcel 009.00** of the Maury County Tax Assessors Office

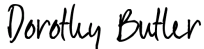
Dear Mr. Keltner,

Please accept this letter as our formal annexation and rezone request into the City of Columbia's municipal boundary. The property is located on Maury County Tax **Map 112** and is designated as **Parcel 009.00**. The property included in this request currently falls within the designated Urban Growth Boundary for the City of Columbia, TN.

With the successful annexation of the property, it is the intent of Encompass Land Group, LLC to seek a PUD-R zoning overlay. Attached with this request is a letter of availability for sewer service from the City of Columbia, TN Wastewater Department and a letter of availability for water service from Columbia Power & Water Systems.

We appreciate your recognition of this annexation and rezone request.

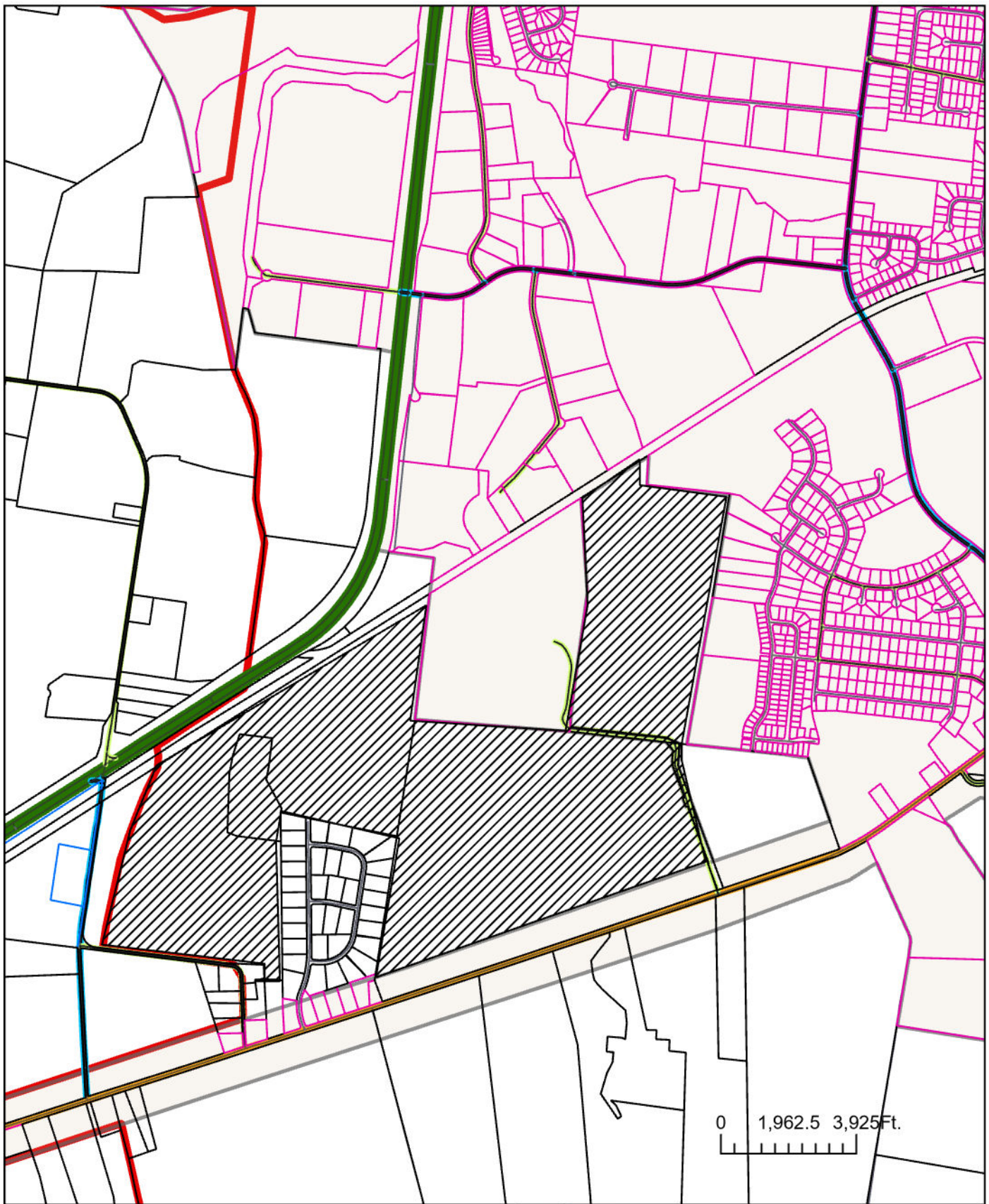
Respectfully,

DocuSigned by:  
  
DFBDA4822AD8424...  
Landowner

DocuSigned by:  
  
2FC7A15A7658480...  
Landowner

DocuSigned by:  
  
0595816C8EF043D...  
Landowner





Resolution No. 23-29 Exh. C  
 Tax Map 112 Parcels 9 & 10.07,  
 portion of  
 Tax Map 112 Parcels, 2.03 & 10.01



CITY OF  
**COLUMBIA**  
 TENNESSEE

DEVELOPMENT SERVICES  
 700 NORTH GARDEN STREET  
 COLUMBIA, TN 38401  
 PHONE: (931) 560-1560  
 FAX: (931) 560-1541

# PLAN OF SERVICES

FOR ANNEXATION

*6150 Trotwood Avenue* PROPERTY

+/-476.81 ACRES,

*BEING*

TAX MAP 112 PARCELS 009.00, 010.07, 010.01 AND 002.03

## **A. Water**

“The project is within Columbia Power and Water’s service area and a Water Availability was recently issued. The availability of capacity to serve will be based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. CPWS will study the existing infrastructure and determine its ability to serve the proposed development. Should adequate facilities not currently exist the study will determine any required off-site improvements necessary to serve your development. Off-site improvements needed to serve a development are the responsibility of the developer/owner. All water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.”

## **B. Sewer**

The area of Old Zion Rd has had a sanitary sewer study completed in the last couple months. The results showed much capacity in the gravity mains. The goal for Columbia would be to keep the flow rates of the proposed pump stations of Old Zion Rd to a minimum to leave as much capacity as possible to other developments. Any extension to the existing sewer infrastructure will be initiated by the owner/developer, reviewed by our department and approved by the State of Tennessee. The project must be advanced in accordance with local, state and federal rules, regulations and policies. Funding and construction of those improvements will remain the responsibility of the owner/developer. No detailed design plans have been submitted at this time.

## **C. Police**

The jurisdiction of the Columbia Police Department will be extended to the areas annexed immediately upon the effective date of annexation.

## **D. Fire and Rescue**

1. The City of Columbia Fire & Rescue provides an array of services to the citizens and visitors of the City of Columbia. These services include but may not be limited to non-emergency services such as fire prevention and codes enforcement, pre-incident planning, public education programs, smoke alarm check/replacement, emergency management preparedness, and emergency services such as fire suppression, heavy rescue, emergency medical first response, and hazardous materials response. The City of Columbia Fire Department currently holds an Insurance Service Organization (ISO) class 1 rating.
2. Columbia Fire & Rescue strives to provide all services in a timely, courteous, and professional manner. Due to the nature of emergency services, we strive to arrive at the incident scene as quickly as possible but without posing additional dangers to the residents/visitors we meet while responding to your location.

**Infrastructure:** The infrastructure put in place is like this foundation of your development. If the infrastructure is designed and constructed with the present needs and future plans in mind, your development will be prepared for the future.

**Water:** Columbia Fire & Rescue requires that there be sufficient water provided through the municipal water system to meet the needed fire flow requirements for your facility. These flows are calculated by the Fire Marshal. These flows are based on many factors dealing with your buildings' construction type, fire load in the building, square footage, can drastically reduce fire flow requirements.

**Roadway and Bridges:** Columbia Fire & Rescue serves the residents and visitors of our jurisdiction by utilizing highly trained firefighters and modern fire apparatus. A minimum response to a structure fire in your development will be four fire apparatus. One of the fire apparatus that will respond to your development will be four fire apparatus a ladder truck with a gross vehicle weight rating approximately 80,000 pounds. Roadways and bridges must be designed and constructed not only with light vehicle traffic in mind but with the emergency service vehicles that will be servicing your department.



**Damage Free Property Access:** Columbia Fire & Rescue requires all gates automatic or manual that will be or may be locked to be equipped with Knox Rapid Entry system. You can research this product at [www.knoxbox.com](http://www.knoxbox.com) or your gate vendor will be familiar with the product. Our department would also be happy to work with you to find what Knox Rapid Entry product is best suited for your application.

**Damage Free Home/Facility Access:** Currently, Columbia Fire & Rescue does not require residential occupancies to be equipped with the Knox Rapid Entry system. However, this product is a very wise investment for your future development. The Knox Rapid Entry System products allow homes to be secured but also allow the Columbia Fire & Rescue Department access to your property and /or homes without any delay or property damage. The system has an armored key lock safe recess mounted to the exterior of the homes with the key to the residence inside. Firefighters access the residence key during an emergency to gain entry into the home without causing any property damage. Again, our department would be happy to provide you with information and education on this program and its many positive attributes.

3. **Emergency Response to Your Location:** The proposed annex will be located on the property at 6150 Trotwood Avenue in Columbia, Tennessee. This location is approximately 1 mile from Columbia Fire Station #4 located at 5040 Trotwood Avenue, 3.8 miles from Fire Station #2 located at 711 Lion Parkway, and 5.4 miles from Fire Station #1 located at 1000 South Garden in downtown Columbia. These distances are used to calculate an estimated response time to your development for the different levels of emergency response that may be needed at your facilities.
4. **Medical Emergency Response:** Columbia Fire & Rescue normally responds a minimum of one fire apparatus from Station #4 to service your location for a medical emergency. From the time you dial 911 until the fire department will arrive at your location will be within 2.00 minutes. Should your property experience a mass casualty incident where additional fire apparatus/firefighters would need to respond, then Fire Station #2 could send an additional unit and arrive on-scene within 5.00 minutes of your 911 call.
5. **Fire Incident Response:** The Columbia Fire & Rescue Department recommends a multi-faceted fire suppression approach. First, future homes should be constructed to meet or exceed all applicable fire and life safety codes. Secondly, even if not required by building, fire, or life

safety codes, we encourage the installation and use of fire sprinklers in future homes.

6. Columbia Fire & Rescue's normal fire incident response to a single family residential development is three fire apparatus with a minimum 15 firefighters and 1 Chief Officer. Response times will be similar to the times estimated in the emergency medical response section. Your first fire apparatus should be on-scene within approximately 3.5 minutes, the second fire apparatus should be on-scene within 3.5 minutes, and the third/fourth apparatus should be on-scene within 6.5 minutes. Due to OSHA standards that require at least four firefighters to arrive on-scene prior to initiating an interior fire attack and Columbia Fire & Rescue's minimum staffing policy, it could take the 3.5 minutes to get the minimum number of firefighters to the scene to begin an interior fire attack.
7. In summary, the members of the Columbia Fire & Rescue consider it an honor to serve the residents and visitors in our community each and every day. When an emergency occurs, time is our worst enemy. Columbia firefighters train to reduce every second while not posing any additional undue risk to firefighters and/or the public when responding to or working at an emergency incident. The times estimated in the referenced examples are a combination of averages and estimations. Our department has very little data to support incident responses to your location. The time estimations are based on the fire companies being at their regular station, time it takes for Maury 911 to process a 911 call, the time it takes for Columbia firefighters to board the apparatus and leave the station, and the travel time from the station to your location is an estimate based on road miles, probable traffic conditions, and road conditions. You can see by the examples referenced above that it will take time for Columbia Fire & Rescue to receive your call for help and then respond to your location. The roadways have considerable driveway/cross street connections, hills, curves, and reduced speed zones that contribute to a long response time for fire apparatus to arrive.

#### **E. Development Services**

1. The planning and zoning jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
2. The property shall be zoned R-PUD (RS-6 base zoning) upon the effective date of the annexation.
3. The code administration jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.

4. Upon the effective date of annexation, all development will be required to abide by the Columbia Zoning Ordinance.
5. Advisory: Property is not located in an area of change. Be prepared to explain how proposed development is consistent with intent, goals, policies with reference to transect model (p.13 of Connect Columbia).
6. As a note, PUD's typically have a 25' front setback to allow for front driveway parking.

## **F. Streets**

1. Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works.

## **G. Parks and Recreation**

Residents of the annexed areas may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities in the enlarged City.

## **H. Refuse Collection**

1. Two 8-yd dumpster enclosure for townhomes in the back- GREAT! What are sanitation plans for the townhomes in the front off Trotwood Avenue? Need six 8-yd dumpsters in place, trash compactor, or if going with trashcans it will be with a private sanitation hauler.

### **Garbage Collection**

Residential customers will be issued one 96-gallon garbage receptacle with the option to purchase up to two additional garbage receptacles. The Sanitation Department will provide weekly curbside garbage collection. Bi-weekly curbside recycling will be offered on a subscription basis. Brush collection will be provided on a bi-weekly basis. Residents are allotted three free bulk item pickups per year.

### **Street and Drainage**

Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works. Service will include street sweeping, catch basin cleaning, street and curb repair, snow removal, drainage maintenance, and sidewalk repair.

### **Signage**

Upon acceptance by City Council, all approved street signs will be maintained by Public Works.



**I. Power**

Columbia Power System has an existing power line near the proposed development. We are willing to serve this new development subject to all Columbia Power System policies and procedures in effect at actual time service is rendered provided an approved final plat and complete electrical load information is furnished as soon as possible prior to start of actual construction.

**J. Schools**

This property falls under the jurisdiction of Maury County Public School System.  
The school system provided no comments.



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

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**STAFF REPORT** CONTACT INFORMATION

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

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APPLICATION NUMBER

**22-0069**

APPLICANT/PROPERTY OWNER

**Andrew Ethridge / Dobual Spring Creek  
Partners, Eunice Colmore, Henry P Ingram  
Jr. & William P. Ridley Rev Trust**

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PUBLIC HEARING DATE

**N/A**

PROPERTY ADDRESS/LOCATION

**6150 Trotwood Ave/ Tax Map 112, Parcels  
9.00, 10.01, 10.07, 2.03**

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**CONFORMITY with the ZONING ORDINANCE**

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

**Site Data:**

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

**Design:**

- The mix of lot width types is similar to previous proposals
  - 441 lots are 60 feet wide.
  - 307 lots are 75 feet wide.
  - 16 lots are 100 feet wide.
  - There is a mix of front-loaded and alley-loaded lots.
  - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

**Additional Notes**

- Phasing has been adjusted.
- Additional architectural designs have been added.



CITY OF COLUMBIA TENNESSEE  
PLANNING COMMISSION  
STAFF REPORT

- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



**STAFF REPORT CONTACT INFORMATION**

Austin Brass, AICP, City Planner, [abrass@columbiatn.com](mailto:abrass@columbiatn.com), 931-560-1560

**APPLICATION NUMBER**

**22-0069**

**APPLICANT/PROPERTY OWNER**

**Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust**

**PUBLIC HEARING DATE**

**N/A**

**PROPERTY ADDRESS/LOCATION**

**6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03**

**SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.**

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note\* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

| EXISTING ZONING                      | EXISTING LAND USE         | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS PROPOSED | SIZE OF PROPERTY |
|--------------------------------------|---------------------------|-------------------------------|----------------------------|------------------|
| RS-40/Unincorporated (County Zoning) | Undeveloped/Single Family | RS-40/Unincorporated          | Single-Family Homes        | 415.5 ± acres    |

**COMPATIBILITY with the COMPREHENSIVE PLAN**

**Suburban Neighborhood.** The proposed development, an RS-6 base residential zoning designation is consistent with Connect Columbia. An RS-6 zoning district is compatible with

**PROPERTY HISTORY**

**22-0069.** Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

**COMPATIBILITY with the ZONING ORDINANCE**

**Suburban Neighborhood**

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network.

The Master Plan divides the overall development into three sections. The largest section consists of 338.20 acres and utilizes the development standards of the RS-6 Zone District. The remaining sections, totally 77.49 acres, utilize the standards of the RM-1 Zone District.

The phasing plan indicates that the development will be completed over 9-10 years.

**Zoning Ordinance Referenced:**

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

**Proposed RS-6 PUD Section**

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

**RS-6 Single Family Detached Lot Standards:**

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback



- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')
- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

### Overall Proposed Master Plan

#### Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

#### Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

#### Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

#### Summary of Requested Variances

- There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.

ATTACHMENTS  
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL  
DESCRIPTION



### Comprehensive Plan Amendment:

Staff reviewed the request for an amendment to the Comprehensive Plan for consistency with the standards listed in the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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#### 3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

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Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

*The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.*

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

*The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a “Suburban Neighborhood Future Land Use”.*

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

*The applicant’s intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.*

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

*The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.*

### **Rezoning:**

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

#### **3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING**

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

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Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning is in agreement with the general plan for the area;

*The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.*

2. The legal purposes for which zoning exists are not contravened;

*All future development will be required to conform to the Zoning Ordinance standards in effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.*

3. There will be no adverse effects upon adjoining property owners;

*Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.*

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

*The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.*

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

*The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory.*



*Demand for both rental and owner-occupied housing in Columbia has increased faster than supply..*

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

*Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.*

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development. Townhomes will require centralized trash collection via dumpsters or compactors.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure; some structures in the community will require sprinklers.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.*
- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*
- *The Maury County Highway Department provided a comment as part of technical review indicating that it had not reviewed the impact of the proposed development on county rights-of-way. Later, outside of technical review, the Maury County Highway Department submitted a letter taking exception to the scope of the applicant's Traffic Impact Study. Specifically, the County Highway Department expressed concern about the increased utilization of Yeatman Lane.*

#### **Preliminary PUD Master Plan:**

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

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### 3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

### 3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

### 3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

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Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;  
*The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.*
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

*As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance*

*provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.*

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

*As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.*

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

*The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.*

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*