

JUSTIN HANSON  
Mayor



TINA DUNN  
Recorder-Treasurer

# *City of Covington*

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THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON,  
TENNESSEE ON SEPTEMBER 14, 2021, AT 5:30 P.M.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderman Chris Richardson.
3. Pledge of Allegiance to the Flag to be led by Alderman Jeff Morris.
4. Minutes of the Preceding Meeting to be approved.
5. Report from Committees:
  - Minutes of the Beer Board Meeting
  - Minutes of the General Welfare - Public Safety Committee Meeting
  - Minutes of the Public Works Committee Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
  - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington.
11. Old Business:
12. New Business:
  - Resolution – Covington Electric System Unclaimed Balance
  - Resolution – 2021 SDG Grant for Engineering Services
  - Resolution – 2021 SDG Grant for Administrative Services
  - Consultant Selection Policy – TDOT (Phase 2)
  - Resolution – 2021-22 Multimodal Access Grant (Phase 3)
  - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on August 24, 2021 at 5:40 p.m. with the following members present: Mayor Justin Hanson, Aldermen: Johnetta Yarbrough, Jeff Morris, John Edwards, C H Sullivan, and Chris Richardson. Also, present were Fire Chief Richard Griggs, Lt. Tony Ginn, Public Works Director David Gray, Building Official Lessie Fisher, Personnel Director Eboni Eaton, Parks and Recreation Director Molly Glass, and City Attorney Rachel Witherington.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Mayor Justin Hanson.

Pledge of Allegiance to the Flag was led by Alderman C H Sullivan.

Motion was made by Alderman John Edwards and seconded by Alderman Jeff Morris that the Minutes of the Preceding Meeting be approved as distributed to the Board (See Attached).

Motion passed.

Motion was made by Alderman C H Sullivan and seconded by Alderwoman Johnetta Yarbrough that the Minutes of the Beer Board be approved (See Attached).

Motion passed.

Motion was made by Alderman Jeff Morris and seconded by Alderwoman Johnetta Yarbrough that the Minutes of the General Welfare – Public Relations be approved (See Attached).

Motion passed.

Motion was made by Alderman C H Sullivan and seconded by Alderman Jeff Morris that the Minutes of the Finance and Administration Committee Meeting be approved (See Attached).

Motion passed.

Mayor Justin Hanson presented the sales tax report for collections received in June, 2021 showing an increase of .8 percent or \$3,011.00. Year to date collections are at an increase of 12.1% or \$478,971.00 (See Attached).

Motion was made by Alderman John Edwards and seconded by Alderwoman Johnetta Yarbrough to accept the sales tax report.

Motion passed.

Public Hearing for Ordinance 1742 (Amend Building Code) for third and final reading was called to order. There being no public comments, the public hearing was closed (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Richardson to approve Ordinance 1742 (Amend Building Code) on third and final reading.

Voting Aye: Richardson, Yarbrough, Edwards, Morris, Sullivan

Voting Nay: None

Motion passed.

Public Hearing for Ordinance 1743 (Rezone Property Burgess Lane) for third and final reading was called to order. There being no public comments, the public hearing was closed (See Attached).

Motion was made by Alderman Morris and seconded by Alderman Sullivan to approve Ordinance 1743 (Rezone Property Burgess Lane) on third and final reading.

Voting Aye: Richardson, Yarbrough, Edwards, Morris, Sullivan

Voting Nay: None

Motion passed.

Mayor Justin Hanson presented the Resolution to implement a Select Tennessee Site Development Grant for the purpose of making improvements to the Rialto Industrial Park up to \$1,000,000.00 (See Attached).

Motion was made by Alderman Edwards and seconded by Alderwoman Yarbrough to approve the Resolution to implement a Select Tennessee Site Development Grant for the purpose of making improvements to the Rialto Industrial Park up to \$1,000,000.00.

Motion passed.

The following bills over/under \$1,000.00 were presented for approval:

A2H	SSA	STREET OVERLAY PAVING PROGRAM	39,000.00
A2H	SSA	STREET OVERLAY PAVING PROGRAM	9,276.95
A2H	SSA	STREET OVERLAY PAVING PROGRAM	13,142.70
BFI NORTH SHELBY LANDFILL	WWTP	SLUDGE REMOVAL	1,669.54
BRADLEY DUNAVANT	FIRE	TRAVEL ADVANCE - IAAI CONFERENCE	224.00
BRENNTAG MID SOUTH INC	WWTP	CHEMICALS	2,759.75
BRENNTAG MID SOUTH INC	WWTP	CHEMICALS	1,369.80
COVINGTON ELEC	VARIOUS	ELECTRIC	6,571.87
COVINGTON ELECTRIC	VARIOUS	ELECTRIC	50,106.25
DAN RUFFIN	FIRE	TRAVEL ADVANCE - IAAI CONF	224.00
DAUGHERTY'S WELDING	SANITATION	TRAIN TYPE TRASH TRAILER	5,500.00
DEWAYNE DOWELL	POLICE	MEAL ALLOWANCE - HOMICIDE CONF	207.00
ED MOSS	FIRE	TRAINING	28.00
FIRST NET	VARIOUS	TELEPHONE SERVICE	1,733.05
G & C	STREET	STREET SIGNS	1,320.40
GLENN TRAVIS	FIRE	TRAVEL ADVANCE - IAAI CONF	224.00
GROSE FIRE PROTECTION INC	CIVIC CTR	FIRE INSPECTION	1,499.08
GULF STATES ENGINEERING	SEWER	HWY 59 PUMP STATION MAINT	6,669.00
GULF STATES ENGINEERING	SEWER	SERVICE CALLS	1,280.67
HEARTLAND EQUIPMENT	GAS	PARTS FOR BACKHOE	1,294.04
HUB CITY TIRE CO	GAS	TIRES / TUBES / DISPOSAL FEE	1,155.80
JAYS PAINT & BODY SHOP LLC	POLICE	REPAIRS - F150	4,660.33
JOE BLOECHL	WATER	TRAVEL	210.00

JOHN EDWARDS	GENERAL	TRAVEL - NASHVILLE - GOV CONF	578.93
JUSTIN HANSON	GENERAL	TRAVEL - NASHVILLE - GOV CONF	273.12
JUST-N-CASE	PARKS/REC	CAMERAS - FRAZIER PARK	6,267.00
KRISTIE G MAXWELL	GENERAL	AUG 2021 MIXED DRINK	2,022.50
MEAC	GAS	PURCHASED NATURAL GAS	58,776.00
OUTDOOR LINK	PARKS/REC	AL - 4 - AC UNIT / INSTALLATION	1,049.00
PAVEMENT RESTORATION	SSA	MATERIAL	2,191.70
PITNEY BOWES	GENERAL	POSTAGE	1,005.00
RODNEY MCCURRY	POLICE	MEAL ALLOWANCE - HOMICIDE CONF	207.00
SANDSTORM	VARIOUS	E-MAIL LICENSING	6,432.00
SHELIA WYNN	POLICE	TRAVEL - LIFESAVERS CONF 2021	294.96
SOUTHWEST TN EMC	AIRPORT	ELECTRIC	1,603.50
SYMMETRY	GAS	PURCHASED NATURAL GAS	65,287.45
THE LEADER	VARIOUS	ADS - SUPPLIES	1,262.20
TITAN AVIATION FUEL	AIRPORT	JET FUEL	18,759.46
TRI STATE METER	GAS	METERS / SUPPLIES	1,910.12
WATERSERV CO	WWTP	REPAIRS	2,970.20
WITHERINGTON ETC LAW	GENERAL	PROFESSIONAL SERVICES	2,107.50
WOOTEN OIL CO	MAINTENANCE	LOAD OF DIESEL	1,462.65
YATES & SONS TILE	STREET	CULVERT	1,218.00
		<b>TOTAL</b>	<b>325,804.52</b>

Motion was made by Alderman Chris Richardson and seconded by Alderwoman Johnetta Yarbrough that the preceding bills over/under \$1000.00 be paid when properly approved. Motion passed.

There being no further business, the meeting adjourned at 6:00 p.m.

Attest: \_\_\_\_\_  
Recorder-Treasurer

\_\_\_\_\_ Mayor

The Beer Board of the City of Covington, Tennessee met at City Hall on August 24, 2021 at 5:30 p.m. with the following members present: Mayor Justin Hanson Aldermen: Johnetta Yarbrough, Chris Richardson, C H Sullivan, John Edwards, and Jeff Morris. Also, present were Public Works Director David Gray, Building Official Lessie Fisher, Fire Chief Richard Griggs, Lt. Tony Ginn, David Gwinn, Personnel Director Eboni Eaton, Parks and Recreation Director Molly Glass, and City Attorney Rachel Witherington.

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Meeting was called to order by Mayor Justin Hanson.

Public Hearing regarding the suspension, revocation, or other action against Jose Luis Flores, the owner and operator of Margaritas Mexican Bar & Grill located at 1686 Hwy 51 South for selling beer to a minor was called to order.

Motion was made by Alderman John Edwards and seconded by Alderman Jeff Morris to have a civil penalty of \$2,500.00 in lieu of 30-day suspension be levied against Jose Luis Flores, the owner and operator of Margaritas Mexican Bar & Grill located at 1686 Hwy 51 South. Motion passed.

There being no further business, the meeting adjourned at 5:40 p.m.

The General Welfare - Public Safety Committee met at City Hall on August 24, 2021 at 4:00 p.m. with the following members present: Chairman Johnetta Yarbrough, Mayor Justin Hanson, Aldermen C.H. Sullivan and Chris Richardson. Also present were Alderman Jeff Morris, Lieutenant Tony Ginn, Fire Chief Richard Griggs, Public Works Director David Gray, Assistant to the Mayor Rebecca Ray, and Senior Accountant Kristin Mathis.

Meeting was called to order by Chairman Johnetta Yarbrough.

Lieutenant Tony Ginn stated the department has hired 3 non-certified officers to fill the remaining open positions and these officers are set to begin the Tennessee Law Enforcement Training Academy on October 4<sup>th</sup>, 2021. The promotional process has been completed and Officer Billy Campbell was promoted to Sergeant giving the department five sergeants. Captain Howell, Detective Doss, Lieutenant McCurry, and Detective Dowell all are completing training this week. Lieutenant Ginn stated patrol car PL03 is back in service. We received \$16,500 for patrol car PL06, which was totaled in July. He presented an amendment to the agenda stating patrol car PL41 has been declared a total loss and we will be receiving \$16,000 from the insurance company. The insurance payments from the 2 totaled patrol cars will be used to purchase and equip one of the replacement vehicles. Lt. Ginn stated Chief Lindsey is requesting a budget amendment to provide funding to replace the other vehicle. The totals for calls for service and traffic stops were presented in the report.

Motion was made by Alderman C.H. Sullivan and seconded by Alderman Chris Richardson to discuss the budget amendment for a patrol vehicle at the September Finance and Administration meeting. Motion passed.

Motion was made by Alderman C.H. Sullivan and seconded by Mayor Hanson to accept the report as presented by Lieutenant Tony Ginn. Motion passed.

Chief Griggs invited the Mayor and Board members to accompany him and Asst. Chief Channell to the ISO Public Classification class being held on September 28<sup>th</sup> in Dyersburg. Chief Griggs reported a total of 15 hours worked by volunteers in the month of July and presented the total call report for the period of July 23<sup>rd</sup> through August 19<sup>th</sup>. The department hired 3 full time firefighters: Kyle Ginn, Terrance Smith, and Taylor Moore and each firefighter will attend the Madison County recruit training class. Capt. Travis, Lt. Dunavant, and Lt. Ruffin are attending the International Arson Conference this week in Gatlinburg. He gave the C.A.R.E. report and stated Tanker 1 is back in service after having recall work performed. Chief Griggs stated application has been submitted for the Safety Partners Grant through TML and Rogers Hydrant Service will complete painting fire hydrants in the next month or so.

Motion was made by Mayor Hanson and seconded by Alderman Chris Richardson to accept the report as presented from Fire Chief Griggs. Motion passed.

There being no further business, the meeting adjourned at 4:16 p.m.

The Public Works Committee met at City of Covington on September 7, 2021 at 4:00 p.m. with the following members present: Chairman Alderman Danny Wallace, Alderman Jeff Morris, Alderwoman Johnetta Yarbrough, and Mayor Justin Hanson. Also, present were Public Works Director David Gray, Building Official Lessie Fisher, Street/Sanitation Manager James Dowell, Utilities Manager Calvin Johnson, Alderman Chris Richardson, Maintenance Supervisor Brad Kinney, Assistant to the Mayor Rebecca Ray, and Recorder-Treasurer Tina Dunn.

Chairman Alderman Danny Wallace called meeting to order.

Public Works Director Gray gave an update on the street paving job. The milling and the paving on school traffic roads have been completed. A road safety audit is being conducted by TDOT. During the site visit, building a roundabout at the intersection of SR-59(College) and SR-384(Hastings) was discussed. Mayor Hanson and Director Gray supported this roundabout to be included in the project. The audit study for the LED lighting project will begin on September 14<sup>th</sup> with a projected end date of October 1<sup>st</sup>. This study will be presented to the Finance and Administration Committee in December. The Tipton County Hazard Mitigation Plan is in the process of being updated. The Resolution for this plan will be presented to the Board for approval. Director Gray reported the side arm mower (140,686.00), backhoe (105,996.00), and trenching machine (64,740.40) have been purchased that were approved in the 2021-22 budget. The side arm mower and backhoe will be leased.

Motion was made by Mayor Hanson and seconded by Alderwoman Yarbrough to approve the purchase of the side arm mower in the amount of \$140,686.00.

Motion passed

Motion was made by Mayor Hanson and seconded by Alderman Morris to approve the purchase of the backhoe in the amount of \$105,996.00.

Motion passed.

Motion was made by Alderwoman Yarbrough and seconded by Alderman Morris to approve the purchase of the trencher in the amount of \$64,740.40.

Motion passed.

Motion was made by Alderman Morris and seconded by Alderwoman Yarbrough to accept the report from Public Works Director Gray.

Motion passed.

Building Official Lessie Fisher reported the department is working on the 2018 code adoption, the historic and design review guidelines, and the update of the municipal code. The 2018 Building Code will go into effect on November 22, 2021.

Motion was made by Alderman Morris and seconded by Alderwoman Yarbrough to accept the report from Building Official Lessie Fisher.

Motion passed.

There being no further business, the meeting adjourned at 4:47 p.m.

RESOLUTION TO REQUEST UNCLAIMED BALANCE  
OF ACCOUNTS REMITTED TO STATE TREASURER  
UNDER UNCLAIMED PROPERTY ACT

WHEREAS, Tennessee Code Annotated Section 66-29-146(c) provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS, CITY OF COVINGTON and/or its  
Name of County or Municipality  
agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Unclaimed Property Act; and

WHEREAS, CITY OF COVINGTON agrees to  
Name of County or Municipality  
meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the MAYOR & BOARD OF ALDERMAN  
Name of Governing Body  
of CITY OF COVINGTON requests the State Treasurer to pay the unclaimed  
Name of County or Municipality  
balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-146(c). A list of remittances made by or on behalf of the local government and its agencies is attached.

I hereby certify that this is a true and exact copy of the foregoing resolution, which was approved and adopted at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, original that is on file in this office. I further certify that the MAYOR & BOARD OF ALDERMAN consists of \_\_\_\_\_ members, and that \_\_\_\_\_  
Name of Governing Body  
members voted in favor of the resolution.

\_\_\_\_\_  
(Signature)

Seal

\_\_\_\_\_  
(Title)



**REMITTANCES FILED BY OR ON BEHALF  
OF LOCAL GOVERNMENT AND ITS AGENCIES**

Name of County/Municipality      CITY OF COVINGTON

Mailing Address                      PO BOX 488  
COVINGTON, TN 38019

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal Employer Tax ID#
COVINGTON ELECTRIC	9674	\$5,341.69	10/29/2020	62-0647069

I certify that any agencies included in this request are chartered under this local government.

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

Date \_\_\_\_\_

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

**RESOLUTION  
CITY OF COVINGTON, TENNESSEE  
FOR  
ENGINEERING SERVICES**

WHEREAS, the City of Covington, Tennessee has been awarded a FY 2021 Select Tennessee Site Development Grant (SDG) as provided under the Tennessee Department of Economic and Community Development; and

WHEREAS, the Mayor and Board of Aldermen of the City of Covington finds it in the City's best interest to secure the assistance of an experienced and qualified engineering firm to assist in the implementation of the FY 2021 City's Select Tennessee Site Development Grant; and

WHEREAS, in compliance with pertinent procurement guidelines, the City has solicited and evaluated statements of qualifications of interested professional engineering firms; and

WHEREAS, the Mayor and Board of Aldermen has determined that A2H, Inc. has the most appropriate experience, background and qualifications to provide said services; and

WHEREAS, A2H, Inc. will conduct the work necessary to assist in the Engineering Design and implementation of the project.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Covington hereby selects A2H, Inc. to provide Engineering Services in the implementation of City's FY 2021 Select Tennessee Site Development Grant project.

READ AND ADOPTED this the 14<sup>th</sup> day of September, 2021.

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Justin Hanson  
Mayor

ATTEST:

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Tina Dunn, Recorder-Treasurer

**RESOLUTION  
CITY OF COVINGTON, TENNESSEE  
FOR  
ADMINISTRATIVE SERVICES**

WHEREAS, the City of Covington, Tennessee has been awarded a FY 2021 Select Tennessee Site Development Grant (SDG) as provided under the Tennessee Department of Economic and Community Development; and

WHEREAS, the Board of Aldermen of the City of Covington finds it in the City's best interest to secure the assistance of an experienced and qualified administrative management services firm to administering the City's FY 2021 Select Tennessee Site Development Grant; and

WHEREAS, in compliance with pertinent procurement guidelines, the City has solicited and evaluated statements of qualifications of interested professional administrative assistance firms; and

WHEREAS, the Board of Aldermen of the City of Covington has determined that Community Development Partners, LLC has the most appropriate experience, background and qualifications to provide said services; and

WHEREAS, Community Development Partners, LLC will conduct the work necessary to assist in the administration of the project.

NOW, THEREFORE BE IT RESOLVED that the Board of Aldermen of the City of Covington hereby selects Community Development Partners, LLC to provide assistance in the administration of the City's FY 2021 Select Tennessee Site Development Grant project.

READ AND ADOPTED this the 14<sup>th</sup> day of September, 2021.

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Justin Hanson  
Mayor

ATTEST:

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Tina Dunn, Recorder-Treasurer

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

**AUTHORITY:** T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** To prescribe the policy of the City of Covington, hereinafter 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:**

A. Engineering and Design Related Services

This policy 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.

B. Right-of-Way Acquisition Services

This policy 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 policy regarding methodology of compensation are not applicable.

**DEFINITIONS:**

A. *Competitive Negotiation* means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

B. *Engineering and Design Related Services* means –

1. 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
2. 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 policy 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.

- C. *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.
- D. *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.
- E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- F. *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:**

- A. *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.
- B. *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.

- C. *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:

- A. *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.
- B. *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.
- C. *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.

## POLICY:

### I. **CONSULTANT EVALUATION COMMITTEE**

- A. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The

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.

## II. **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:
  - 1. **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.
  - 2. **Limited Prequalification:** This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.

- C. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- D. 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.
- E. 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.

### III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

#### A. Confidentiality of Data and Records Retention

1. 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.
2. 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.
3. 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:
  - a) 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.
  - b) 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.



- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) 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.

1. For **all** contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or e-mailed;
  - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) 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
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and
  - b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;

- d) 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;
  - e) 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;
  - f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
  - g) The contract type and method of payment; and
  - h) Any special provisions or contract requirements associated with the solicited services.
3. 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 mid-range 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

- 1. 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.
  - a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited prequalification status; and,

- b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
  - i. Workload capacity; including amount of work under contract with the Agency, if applicable
  - ii. Past performance on Agency Projects;
  - iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
  - iv. Other factors including interviews and demonstrations, as approved by the Agency; and
  - v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
  
2. 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:
  - a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
  - b) 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:
    - i. A need has been established for a consultant to provide a local presence;
    - ii. A local presence will add value to the quality and efficiency of the project; and
    - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
    - iv. 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.
  
3. 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

### 1. Phase I Evaluation

- a) 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.
- b) 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.
- c) 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.
- d) 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.

### 2. Phase II Evaluation

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

- d) 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.

### 3. Phase III Evaluation, Ranking, Selection and Notification

- a) 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.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- c) 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.

1. 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:
  - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
  - b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

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

2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm 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.

3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
  - b) The Agency 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).
  - c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
4. Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall 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".

5. 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

1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
3. 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.
4. 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.
5. 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.
6. The Agency shall maintain a record of the negotiations and all required approvals.
7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. 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

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified 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.
2. 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, that 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.

3. 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

1. 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.
2. 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.

3. 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

1. Indirect Cost Rate – Basic Agreement or Contract

a) **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;

- i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
- ii. 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.
- iii. 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.

b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.

2. Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-approved by the Agency. Actual expenses, not to exceed the commercial

rate, for the use of company owned airplanes are allowable as a direct charge.

3. Fixed Fee Payment:

- a) 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.
- b) 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.
- c) 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.

4. 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 reopened. All terms and conditions of the contract shall remain the same.

5. Retainage shall not be required for new Engineering and Technical Services Contracts.

6. Audit Requirements:

- a) 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.
- b) 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.
- c) 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.

7. 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.
8. 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.
9. Direct Costs
  - a) 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.
  - b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
  - c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
  - d) 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.
10. 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", 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

1. 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.

### 2. Geotechnical Studies Firms as Sub-Consultants

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

b) Geotechnical Studies and/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 Policy, 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.

1. 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.

2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

#### **IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**

The following procedures 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).

#### **V. 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.

## **VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE**

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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
<p><b>SMALL projects</b></p> <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>
<p><b>MID-RANGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time 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>
<p><b>LARGE projects</b></p> <ul style="list-style-type: none"> <li>• Must have a qualified, full-time 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



**RESOLUTION**

**CITY OF COVINGTON, TN**

WHEREAS, the Tennessee Department of Transportation has responsibility for the administration of the Tennessee Department of Transportation-Multimodal Access Grant which is designed to assist communities in their efforts to develop pedestrian, bicyclists, and other non-motorized forms of transportation; and

WHEREAS, the City of Covington, acting by and through its City Council proposes to apply for Fiscal Year 2021-2022 Multimodal Access Grant funds for the purpose of performing eligible transportation enhancement activities that will benefit the majority of the residents of the City of Covington.

WHEREAS, the City of Covington will provide local financial support in conjunction with the FY 2021-2022 Multimodal Access Grant funds to complete the project, and,

WHEREAS, the City of Covington, as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Covington as follows:

THAT, Mayor Justin Hanson is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Transportation, requesting Fiscal Year 2021-2022 Multimodal Access Grant funds for the FY 2021-2022 City of Covington Multimodal Access Project.

THAT, the City of Covington will be responsible for the local cash /match toward the project to be provide in full by the general account; and

THAT, Mayor Justin Hanson be and is hereby designated and appointed as Financial Officer and to perform on behalf of the City of Covington, Tennessee, those acts and assume such duties as are consistent with said position.

READ AND ADOPTED this the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF COVINGTON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

A2H	GENERAL	STBG VARIOUS STREETS	1,000.00
A2H	SSA	STREET OVERLAY PAVING PROGRAM	16,109.03
BANCORPSOUTH BUSINESS CA	VARIOUS	MISCELLANEOUS	6,169.23
BARGE DESIGN SOLUTIONS INC	AIRPORT	SECURITY IMPROVEMENTS	3,395.00
BENJAMIN STANIFER	POLICE	TRAINING - MEAL ALLOWANCE	165.00
BFI NORTH SHELBY LANDFILL	WWTP	SLUDGE REMOVAL	1,603.61
BILLY CAMPBELL	POLICE	TRAINING - MEAL ALLOWANCE	165.00
BNY MELLON	BIOMASS	INTEREST PYMT ON BOND	1,737.34
BRADLEY DUNAVANT	FIRE	TRAVEL	65.00
BRENNTAG MID SOUTH	WWTP	CHEMICALS	2,704.60
BRENNTAG MID SOUTH	WWTP	CHEMICALS	1,448.75
CHRISTIAN GEARY ELECTRIC	PARKS / REC	SERVICE ON POLE / FRAZIER PARK CAMERAS	2,100.00
COVINGTON ELECTRIC SYSTEM	VARIOUS	ELECTRIC	52,692.02
DAN RUFFIN	FIRE	TRAVEL	65.00
DAUGHERTY'S WELDING	SANITATION	TRAIN TYPE TRASH TRAILER	5,500.00
FAIL SAFE	FIRE	ANNUAL FIRE HOSE TESTING	3,907.50
G & C SUPPLY CO	SEWER	MATERIAL	2,700.00
G & C SUPPLY CO	SEWER	MATERIALS	5,700.00
G & C SUPPLY CO	WATER	MATERIAL INVENTORY	1,796.25
G & C SUPPLY CO	GAS	REPAIR SLEEVE	3,950.00
G & C SUPPLY CO	SEWER	PIPE	1,932.00
G & C SUPPLY CO	WATER	REPAIR MATERIAL - INVENTORY	1,668.45
GLENN TRAVIS	FIRE	TRAVEL	65.00
GME SUPPLY CO	FIRE	EQUIPMENT - FEMA AFG GRANT	5,283.20
HOL - MAC CORP	SANITATION	MATERIALS	4,546.70
HOLIDAY INN EXPRESS	POLICE	TRAINING-CAMPBELL/STANIFER/TAYLOR	946.08
ITRON	GAS	PW UTILITY BILLING	1,161.54
JAMIESON & FISHER INC	BIOMASS	GASIFICATION / FEES / TAXES	30,218.88
JERMALE TAYLOR	POLICE	TRAINING - MEAL ALLOWANCE	165.00
JET VAC	GAS	CAMERA - UNDERGROUND PIPE LOCATOR	8,484.06
JET VAC	GAS	CAMERA - UNDERGROUND PIPE LOCATOR	3,465.26
LAKESIDE EQUIPMENT CORP	WWTP	BEARING REPAIR	6,792.00
MEMPHIS POOL SUPPLY	PARKS / REC	CHLORINE / ACCUTAB	1,727.88
MEMPHIS SOUND LAB LLC	CODES	SPEAKERS FOR LLCR	1,475.01
REPUBLIC SERVICES	SOLID WASTE	CONTRACTED SERVICES	94,177.67
RUSS JONES	PARKS / REC	BALL FIELD(S) MAINTENANCE	1,428.00
SIMONTON'S	PARKS / REC	RESTROOM REPAIR - BALL PARK	9,890.00
STITCH-N-TIME EMBROIDERY	PARKS / REC	FLAG FOOTBALL SHIRTS	1,228.00
TFACA	FIRE	TRAINING - E MOSS & R GRIGGS	916.00
TIPTON COUNTY GIS	GENERAL	2021-2022 TIPTON CO GIS SERVICES	5,500.00
TITAN AVIATION FUELS	AIRPORT	JET FUEL	16,642.54
TITAN AVIATION FUELS	AIRPORT	AV GAS	14,085.15
TN MUNICIPAL LEAGUE	GENERAL	ANNUAL MEMBERSHIP DUES	3,121.00
UNION CITY PAVING LLC	SSA	PAVING PROJECT	535,528.91
VMWARE	ALL DEPTS	SOFTWARE - 1 YEAR SUBSCRIPTION	2,080.00
WAL-MART ~ CAPITAL ONE	VARIOUS	MISCELLANEOUS	1,908.98
WASCON	SEWER	PUMPS / FREIGHT	4,900.46

9-14-2021

WHITEHORN TANKERSLEY DAV	VARIOUS	AUDIT SERVICES	7,000.00
WITHERINGTON, ETC LAW GRO	GENERAL	PROFESSIONAL SERVICES	1,200.00
WOOTEN OIL	PUB WORKS	GAS INVENTORY	16,361.40
WOOTEN OIL	VARIOUS	FUEL	1,203.46
WOOTEN TRACTOR	PARKS / REC	ZERO TURN MOWER	13,563.22
WOOTEN TRACTOR	MAINTENANCE	ZERO TURN MOWER	13,563.22
YARD DOCTOR	MTNCE	GRASS CUTTING	2,140.00
YARD DOCTOR	MTNCE	GRASS CUTTING	1,575.00
ZOLL MEDICAL CORP	FIRE	FRONT ENCLOSURE	1,193.00
		<b>TOTAL</b>	<b>930,110.40</b>