#### Finance & Administration Committee Meeting January 17, 2023 4:00 p.m.

- 1. Surplus Property Discussion 401 S. College St. Alderman Wallace & Attorney Witherington
- 2. Sale of City Owned Parking Lots Discussion Mayor Hensley
- 3. Multimodal Access Grant Project Contract
- 4. Update on PILOT Agreements for Fox Hollow & Glendale
- 5. Update on South Fire Station Addition Bids Chief Griggs
- 6. Title 8 (Alcoholic/Intoxicating Liquors) Discussion Director Fisher

## RESOLUTION CITY OF COVINGTON, TENNESSEE FOR

#### ENGINEERING SERVICES

WHEREAS, the City of Covington, Tennessee has been awarded financial grant assistance as provided under the Tennessee Department of Transportation – 2020-21 Multimodal Access Grant Project; and

WHEREAS, the Board of Aldermen 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 Multimodal Access Grant Project; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional Engineering firms; and

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

NOW, THEREFORE BE IT RESOLVED that the Board of Aldermen of City of Covington hereby selects A2H, Inc. to provide assistance in the implementation of the City's 2020-21 Multimodal Access Grant Project.

READ AND ADOPTED this the 12th

day of

2022.

Justin Hanson

Mayor

ATTEST:

Signature, Title



January 4, 2023

Jan Hensley Mayor City of Covington 200 West Washington Avenue Covington, TN 38019

Re:

City of Covington

Multimodal Access Grant Project - PIN: 132256.00

US Highway 51 between Lanny Bridges Road and Mueller Brass Road

Covington, Tennessee

A2H # 18363

Dear Mayor Hensley,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Sebastrian Morris will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Sebastrian at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, INC.

Pat Harcourt, PE CEO | Principal Sebastrian Morris, PE

Civil Engineer



January 4, 2023

Jan Hensley Mayor City of Covington 200 West Washington Avenue Covington, TN 38019

Re:

City of Covington

Multimodal Access Grant Project - PIN: 132256.00

US Highway 51 between Lanny Bridges Road and Mueller Brass Road

Covington, Tennessee

A2H # 18363

Dear Mayor Hensley,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

#### I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Multimodal Access Grant Project – PIN: 132256.00, US Highway 51 between Lanny Bridges Road and Mueller Brass Road proposed in Covington, Tennessee.

The proposed scope of services is intended to provide the necessary services and documents to comply with the requirements of the Multimodal Grant awarded by TDOT.

#### II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Covington to provide these services in support of the project:

- Project Management
- Planning
- Land Surveying
- Civil Engineering
- Landscape Architecture

- Electrical Engineering
- Construction Administration
- Construction Engineering and Inspection (CEI)

The phases described below represent our understanding of the project requirements as indicated by the Client:

#### **Environmental Documentation, Preliminary Design Plans**

- A. Preliminary Functional Plan document development to be submitted for the NEPA document
- B. TDOT coordination for preparations and submittal of NEPA document.
- C. A2H will provide Preliminary Design Plans for environmental clearance purposes including topographic survey, site details, present and proposed layout plans, grading plans, erosion control plans, landscape plans, electrical plans, and demolition plans to 80% completion.
- D. A2H will coordinate Local, State, and Federal Permits for certification from TDOT. If permitting is required, costs will be paid by the city outside of this contract.
- E. A2H will provide Plans, Specs, & Estimates (PS&E) Document completion per TDOT requirements.

#### Right-of-Way

- A. A2H will provide the TDOT required Property Map and Acquisition Table for all right-of-way, permanent easements, and construction easements.
- B. A2H will coordinate and submit Utility Certification Letters as required by TDOT.
- C. A2H will develop existing and proposed plan and profile sheets.
- D. A2H will supervise the right-of-way certification process, including:
  - i. Initial contact packets
  - ii. Property owner meetings
  - iii. Market analyses for right-of-way purchases
  - iv. Right-of-way negotiations
  - v. Right-of-way purchases.

#### Construction Plans, Specifications & Estimate (PS&E) Document

- A. A2H will provide final design plans upon the TDOT Notice to Proceed with Final Design.
- B. A2H will submit plans, specifications, and an opinion of probable construction costs to TDOT for review which is required to receive a Notice to Proceed into the Construction Phase.

#### Construction Administration/Construction Engineering Inspection (CEI)

- A. A2H will provide Bidding and Negotiation services to include:
  - i. Participation in a pre-bid meeting.
  - ii. Respond to requests for information (RFI's) and issue addenda if necessary, during the bidding process.
  - iii. Attend and participate in a bid opening.
  - iv. Prepare a bid tab comparison and letter of recommendation to award for submittal to TDOT for approval.
- B. A2H will provide Construction Administration services to include:
  - i. Review of shop drawings and submittals.
  - ii. Respond to RFI's during construction.
  - iii. Process change orders and directives if required.
  - iv. Prepare punch list.
  - v. Warranty walk through at 11 months after substantial completion.

- C. A2H will provide Construction Engineering Inspection (CEI) services to include:
  - i. Conduct Periodic Construction Progress Meetings, as necessary.
  - ii. Track installed quantities for monthly progress payments.
  - iii. Prepare monthly engineer's estimates for progress payments based on quantities recorded in the field and materials that meet TDOT Materials & Tests requirements.
  - iv. Ensure compliance with TDOT/FHWA contract documentation requirements, materials & test reports and all certifications.
  - v. Coordinate the administration and record keeping of projects during construction and close out phases.
  - vi. Provide testing reports.
  - vii. Administer Change Orders.
  - viii. Construction file set up and maintenance of original documents, test reports, certifications and tickets. These records will be kept at A2H during the construction and closeout phases for State and Federal Audits as well as tracking project quantities. A copy of all records will be made available.
  - ix. Assist in periodic or in-depth FHWA inspections and State and Federal Audits that may be conducted on the project related to project work, and provide all records as required.
  - x. Coordinate with State and FHWA governmental oversight personnel.
  - xi. Assemble final records for Project Closeout following protocol per TDOT.
  - xii. Close out project. All original records will be turned over to the city.
  - xiii. Provide Construction Inspection. Provide effective and qualified supervision of all inspection services provided. Field inspectors are certified by TDOT.
  - xiv. Record all project information in a Daily Work Report.
  - xv. Provide Material Testing for Concrete, Asphalt, Soils and Aggregates. (Field and Plant testing performed by A2H or qualified consultants).
  - xvi. Provide inspection services for conformance to Plans and Specifications for all Roadway, Structures, and specialty items that are incorporated into the project.
  - xvii. Record field measurements in project diary for review by TDOT and FHWA and for monthly progress payments.
  - xviii. Traffic Control Inspection conducted and reported weekly.
  - xix. Inspect daily erosion control items for conformance to plans.
  - xx. Review Contractor pay requests.

#### III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Environmental Site Assessment.
- D. Geotechnical Engineering Services for subsurface exploration.
- E. Categorical Exclusion Document preparation and submittals.
- F. Appraisals, preparation of plats, title work, or any other activities related to Right-of-Way acquisition.
- G. Any offsite improvements not specifically stated above.
- H. Construction Cost Estimating.
- I. Preparation of documents for alternate bids or to re-bid the project.

- J. Advertisement for Bid.
- K. The preparation of As-Built Drawings after completion of construction.
- L. Value Engineering.

### IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

## V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

The Multimodal Access Grant reimbursement requests for services by A2H shall be capped at \$189,545.00 as required by TDOT. Additional compensation for Reimbursable Expenses and Fees shall be paid fully by the City of Munford.

Environmental Documentation, Preliminary Design Plans	\$	59,000.00
Right-of-Way	\$	4,000.00
Construction Plans, Specifications & Estimate (PS&E) Document	\$	34,500.00
Construction Administration/Construction Engineering Inspection (CEI)	\$	90,045.00
Compensation for Basic Scope of Services	\$	189,545.00
Reimbursable Expense Allowance (Courier Service, Mileage, Travel, and Printing)	\$	2,000.00
Reimbursable Fee (Plans Review, Bid Advertisement)	Dir	ect Cost + 10%

#### VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and **City of Covington**. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVELI	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 225.00
Project Manager	\$ 130.00	\$ 150.00	\$ 170.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Engineer	\$ 125.00	\$ 145.00	\$ 165.00
Landscape Architect	\$ 100.00	\$ 120.00	\$ 140.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Construction Administrator	\$ 90.00	\$ 95.00	\$ 120.00
Construction Inspector	\$ 90.00	\$ 95.00	\$ 115.00
Designer	\$ 85.00	\$ 95.00	\$ 105.00
BIM/CAD Technician	\$ 75.00	\$ 90.00	\$ 105.00
Survey Crew Member	\$ 60.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, ING.

Pat Harcourt, PE CEO | Principal

ACCEPTED BY:

Attachment: Terms and Conditions

AGENT FOR: CITY OF COVINGTON

TITLE:

DATE:

#### TERMS AND CONDITIONS

- 1. The parties agree that CITY OF COVINGTON is solely responsible for payment in accordance with the following termsA2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, CITY OF COVINGTON agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
- 2. CITY OF COVINGTON shall reimburse the Consultant all expenses incurred for courier service, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Reimbursable Expenses Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses and Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
- 3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
- 4. CITY OF COVINGTON shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless CITY OF COVINGTON has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
- 5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from CITY OF COVINGTON along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
- 6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by CITY OF COVINGTON.
- 7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by CITY OF COVINGTON, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
- Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if CITY OF COVINGTON does not engage the Consultant for full customary Construction Administration of this Project, CITY OF COVINGTON agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
- 10. In the event CITY OF COVINGTON should require Consultant to perform construction administration services, CITY OF COVINGTON acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
- 11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

- 12. CITY OF COVINGTON acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. CITY OF COVINGTON shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. CITY OF COVINGTON agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
- 13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to CITY OF COVINGTON for any loss of profit, loss of use, or any other consequential damages.
- 14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
- 15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
- 16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
- 17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the CITY OF COVINGTON that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
- 18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to CITY OF COVINGTON, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which CITY OF COVINGTON would have been obligated to pay if the services had not been defective.
- 19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
- 20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
- 21. In the event CITY OF COVINGTON consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, CITY OF COVINGTON acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, CITY OF COVINGTON agrees to release the Consultant from any liability arising from such changes. In addition, CITY OF COVINGTON agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
- 22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
- 23. The proposal represents the entire understanding between CITY OF COVINGTON and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties
- 24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Page 7

132256.00-MMAG-Covington-012

Project Budget Information

PIN:

Route:

Termini:

NOTE: The project budget is controlled by the funds available in the TIP or STIP.

# TIP/STIP Budget

State Funds Local Funds		Federal Funds	Fiscal Year	Funding Type	Phase
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TIP/STIP Number:

TIP/STIP Termini:

Other Projects Using Same TIP/STIP Page:

# NOTE: The table below represents the ESTIMATED Project Costs.

## **Project Budget**

Const	Design	NEPA	Phase
84LPLM-S3-	84LPLM-S1-	84LPLM-S0-	State Project
STA	STA	STA	Funding Type
\$0	\$0	\$0	Federal Funds
\$761,382.25	\$37,525.00	\$57,000.00	State Funds
\$40,072.75	\$1,975.00	\$3,000.00	Local Funds
\$801,455.00	\$39,500.00	\$60,000.00	Total
0.00	0.00	0.00	Federal %
95.00	95.00	95.00	State %
5.00%	5.00%	5.00%	Local %

# Project Budget Information

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	Total		Const		Const	
		057	84LPLM-S3-	057	84LPLM-S3-	057
			TDOTES		CE)	
	\$0		\$0		\$0	
	\$950,000.00		\$8,550.00		\$85,542.75	
	\$50,000.00		\$450.00		\$4,502.25	
0	\$50,000.00 \$1,000,000.0		\$9,000.00		\$90,045.00	
			0.00		0.00	
			95.00		95.00	
			5.00%		5.00%	

# NOTE: The table below details the ACTUAL Project Balance.

## **Project Balance**

Total	NEPA		Phase	TDOT Charges Only	NEPA	Phase
	84LPLM-S0-057		State Project Number		84LPLM-S0-057	State Project Number
\$0	\$0	Expenditures	Total Project		\$57,000.00	Max. Reimbursable
\$0.00	\$0.00		TDOT Charges*		\$0.00	Sum of Paid Invoices
\$0.00	\$0.00		Local Share**		\$57,000.00	Unexpended Balance

<sup>\*</sup>If a project has a match requirement, the Agency is responsible for the match on TDOT charges to the project.

\*\*Quarterly TDOT billing may vary from the TDOT Charges/Local Share amounts displayed due to timing of invoice entry in Edison.

Deposits

PIN: 132256.00

Route/Termini: , SR-3 (US-51), From Lanny Bridges Road to SR-59 (Mueller Brass Road); SR-59 (Mueller Brass Road), From SR-3 (US-51) to fire station at LM 19.15 in Covington

Total	Const	Const	Const	Design	NEPA	Phase
	84LPLM-S3- 057	84LPLM-S3-	84LPLM-S3-	84LPLM-S1-	84LPLM-S0-	State Project
	TDOTES	CEI	STA	STA	STA	Funding Type
\$0	\$0	\$0	\$0	\$0	\$0	Federal Funds
\$950,000.00	\$8,550.00	\$85,542.75	\$761,382.25	\$37,525.00	\$57,000.00	State Funds
\$50,000.00	\$450.00	\$4,502.25	\$40,072.75	\$1,975.00	\$3,000.00	Local Funds
\$1,000,000.0 0	\$9,000.00	\$90,045.00	\$801,455.00	\$39,500.00	\$60,000.00	Total
	0.00%	0.00%	0.00%	0.00%	0.00%	Federal %
	95.00%	95.00%	95.00%	95.00%	95.00%	State %
	5.00%	5.00%	5.00%	5.00%	5.00%	Local %

# Required Deposits:

	Phase
Request	Amount
Requested	Date
Required	Date
Overdue	Days
Received	Amount
Received	Date
Number	Check
Number	Receipt

Page 1 of 1



### LUMP SUM BID **TABULATION**

**PROJECT** 

Name:

Fire House Renovations for City of Covington

A2H #:

21455.03

A2H PM:

Jeff Eakes

**DETAILS** 

Date:

11/10/2022

Time:

2:00 pm

Location: City of Covington City Hall

COMPANY (Listed in Alphabetical

Order)	BONDS	TOTAL LUMP SUM AMOUNT
Fifer & Associates		\$ 886,900.00
S. Webster Haining		\$1,199,293.00
Rose Construction		\$1,311,954.00



## FIRE CHIEF RICHARD GRIGGS

Phone:(901) 476-2578

#### CITY OF COVINGTON

OFFICE OF THE FIRE CHIEF P.O. Box 768 Covington, Tennessee 38019



Fax: (901) 476-9800

Bid Tabulations for South Fire Station-

886,900.00--- Construction Cost

67,950.00---Engineering fees

80,000.00—Soft Cost

1,034,850.00---Total

-700,000.00---ARPA Funds

-40,000.00---USDA Grant

294,850.00 --- Needed with no change orders in the project.