

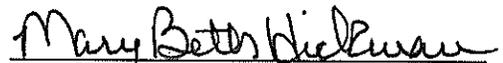
CITY CLERK MEMORANDUM
19-09

DATE: May 15, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mary Beth Hickman, City Clerk
SUBJECT: SPECIAL MEETING OF CITY COUNCIL

At the request of City Manager Mark Watson, and in accordance with Article II, Section 2, of the Charter of the City of Oak Ridge, Tennessee, a special meeting of City Council is hereby called for **Friday, May 24, 2019 at Noon** in the Municipal Building Courtroom, 200 S. Tulane Avenue. The meeting will be limited to consideration of the following:

- AN ORDINANCE TO AMEND THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN TO REMOVE MULTI-FAMILY USES AND AN EXISTING ACCESS POINT AND TO ADD NEW RETAIL USES, SIDEWALKS, OPEN SPACE, AND FUTURE PHASES OF DEVELOPMENT; SAID PROPERTY IS BORDERED BY RUTGERS AVENUE, SOUTH ILLINOIS AVENUE, SOUTH TULANE AVENUE, AND OAK RIDGE TURNPIKE AND CONTAINS PARCELS 003.00, 003.04, 003.05, 003.06, 003.08, 003.09, 003.10, 003.11, 003.12, 003.13, AND 036.00, TAX MAP 099L, GROUP A, (APPROXIMATELY 58.54 ACRES), WITH NO CHANGE TO THE ZONING DISTRICT WHICH REMAINS UB-2/PUD, UNIFIED GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY.
- A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH TN OAK RIDGE RUTGERS, LLC, REGARDING THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT.
- A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65.
- A RESOLUTION AWARDED A CONTRACT (FY2020-002) TO SEELBACH AND COMPANY, LLC, LAWRENCEVILLE, GEORGIA, FOR TREE PRUNING, TREE REMOVAL, AND BRUSH CONTROL SERVICES FOR FISCAL YEAR 2020 AND FISCAL YEAR 2021 IN AN AMOUNT NOT TO EXCEED \$2,347,537.00.
- A RESOLUTION APPROVING THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY FOR THE OAK RIDGE GATEWAY PROJECT.

In accordance with the City Charter, matters transacted at this special meeting shall be limited to the subjects recited in the notice of the meeting.


Mary Beth Hickman

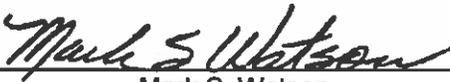
cc: Mark S. Watson, City Manager
Kenneth R. Krushenski, City Attorney
Department Directors
The Oak Ridger
Oak Ridge Today
The Knoxville News Sentinel
BBB Communications

ADMINISTRATIVE MEMORANDUM
19-03

DATE: May 15, 2019
TO: Mary Beth Hickman, City Clerk
FROM: Mark S. Watson, City Manager
SUBJECT: SPECIAL MEETING OF CITY COUNCIL

In accordance with Article II, Section 2, of the Charter of the City of Oak Ridge, Tennessee, you are hereby requested to call a special meeting of City Council for Friday, May 24, 2019 at Noon in the Municipal Building Courtroom, 200 S. Tulane Avenue. The meeting will be limited to consideration of the following:

- AN ORDINANCE TO AMEND THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN TO REMOVE MULTI-FAMILY USES AND AN EXISTING ACCESS POINT AND TO ADD NEW RETAIL USES, SIDEWALKS, OPEN SPACE, AND FUTURE PHASES OF DEVELOPMENT; SAID PROPERTY IS BORDERED BY RUTGERS AVENUE, SOUTH ILLINOIS AVENUE, SOUTH TULANE AVENUE, AND OAK RIDGE TURNPIKE AND CONTAINS PARCELS 003.00, 003.04, 003.05, 003.06, 003.08, 003.09, 003.10, 003.11, 003.12, 003.13, AND 036.00, TAX MAP 099L, GROUP A, (APPROXIMATELY 58.54 ACRES), WITH NO CHANGE TO THE ZONING DISTRICT WHICH REMAINS UB-2/PUD, UNIFIED GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY.
- A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH TN OAK RIDGE RUTGERS, LLC, REGARDING THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT.
- A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65.
- A RESOLUTION AWARDED A CONTRACT (FY2020-002) TO SEELBACH AND COMPANY, LLC, LAWRENCEVILLE, GEORGIA, FOR TREE PRUNING, TREE REMOVAL, AND BRUSH CONTROL SERVICES FOR FISCAL YEAR 2020 AND FISCAL YEAR 2021 IN AN AMOUNT NOT TO EXCEED \$2,347,537.00.
- A RESOLUTION APPROVING THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY FOR THE OAK RIDGE GATEWAY PROJECT.



Mark S. Watson

**OAK RIDGE CITY COUNCIL
SPECIAL MEETING**

Municipal Building Courtroom

Friday, May 24, 2019

Noon

AGENDA

- I. ROLL CALL
- II. FINAL ADOPTION OF ORDINANCES
 - a. AN ORDINANCE TO AMEND THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN TO REMOVE MULTI-FAMILY USES AND AN EXISTING ACCESS POINT AND TO ADD NEW RETAIL USES, SIDEWALKS, OPEN SPACE, AND FUTURE PHASES OF DEVELOPMENT; SAID PROPERTY IS BORDERED BY RUTGERS AVENUE, SOUTH ILLINOIS AVENUE, SOUTH TULANE AVENUE, AND OAK RIDGE TURNPIKE AND CONTAINS PARCELS 003.00, 003.04, 003.05, 003.06, 003.08, 003.09, 003.10, 003.11, 003.12, 003.13, AND 036.00, TAX MAP 099L, GROUP A, (APPROXIMATELY 58.54 ACRES), WITH NO CHANGE TO THE ZONING DISTRICT WHICH REMAINS UB-2/PUD, UNIFIED GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY.
- III. RESOLUTIONS
 - a. A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH TN OAK RIDGE RUTGERS, LLC, REGARDING THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT.
 - b. A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65.
 - c. A RESOLUTION AWARDED A CONTRACT (FY2020-002) TO SEELBACH AND COMPANY, LLC, LAWRENCEVILLE, GEORGIA, FOR TREE PRUNING, TREE REMOVAL, AND BRUSH CONTROL SERVICES FOR FISCAL YEAR 2020 AND FISCAL YEAR 2021 IN AN AMOUNT NOT TO EXCEED \$2,347,537.00.
 - d. A RESOLUTION APPROVING THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY FOR THE OAK RIDGE GATEWAY PROJECT
- IV. ADJOURNMENT

FINAL ADOPTION
OF
ORDINANCES

**COMMUNITY DEVELOPMENT MEMORANDUM
PLANNING DIVISION
19-25**

DATE: May 3, 2019
TO: Mark S. Watson, City Manager
THROUGH: Wayne E. Blasius, Community Development Director 
FROM: Nathalie A. Schmidt, Senior Planner
SUBJECT: AMENDMENT TO THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN

Introduction

An item for City Council's consideration is an ordinance to amend the Planned Unit Development Master Plan for the Main Street Oak Ridge PUD, Anderson County Tax Map 99L, Group A, Parcels 003.00, 003.04, 003.05, 003.06, 003.08, 003.09, 003.10, 003.11, 003.12, 003.13, and 036.00, approximately 58.54 acres bordered by Rutgers Avenue, South Illinois Avenue, South Tulane Avenue, and Oak Ridge Turnpike, with no change to the zoning district which remains UB-2/PUD, Unified General Business with a Planned Unit Development overlay.

Funding

No funding is necessary to approve this request.

Background

The Main Street Oak Ridge PUD was approved by City Council in May 2015, by Ordinance 07-2015. The ordinance established the UB-2 zoning district with PUD overlay, and a master plan for development. Phase I of the project has been mostly completed, with the hotel and approximately 330,000 square feet of retail space, including the space occupied by the recently relocated American Museum of Science and Energy.

The applicant and owner-developer of the property, TN Oak Ridge Rutgers LLC, submitted their first request to amend the PUD Master Plan in October 2018. After six meetings and work sessions, the Planning Commission voted (5-4) at a Special Called meeting in December, to recommend approval with a list of ten conditions. The recommendation was brought to a Special Called City Council meeting in December for first reading, where the conditions were amended to seven. At second reading of the ordinance in January, the PUD amendment failed.

The applicant and owner-developer of the property, TN Oak Ridge Rutgers LLC, has now submitted a second similar request to amend the PUD Master Plan, to replace centrally located multifamily uses (not constructed) and vehicular access from Rutgers Ave (constructed) with new retail uses and usable green space, added sidewalks, and future development areas including mixed uses along Wilson Street.

Analysis

The applicant's requested PUD amendment presents a phasing plan for planned development, with Phase I considered completed. Phase II includes approximately 90,000 square feet of new retail buildings, an open space area near the Belk store, and new sidewalks and crosswalks. Phase III identifies three areas of future development, each with associated sidewalk and landscaping improvements. An estimated 3.5 acres facing Rutgers Avenue are reserved for retail uses, and a similar-sized, future mixed use area along Wilson Street is reserved for "residential, commercial, retail, civil, and/or hospitality" uses.

During a recent work session, the Planning Commission discussed several issues with the applicant, including pedestrian connections and amenities, community gathering space and events, and issues related to project phasing. The applicant acknowledged and expressed agreement to items and issues that have been raised up to this point, including:

- Completing construction of sidewalks as submitted in application, in conjunction with each phase of development;
- Installing a fence or vegetative screening along the backs of west-facing retail buildings (Electronic Express, PetSmart, and future Phase II buildings) to screen retail loading docks from Rutgers Avenue. Screening can be replaced by future structures facing Rutgers Ave;
- Remove on-site, stored building materials (such as the central parking area) during the course of Phase II construction. Move usable materials to individual building sites, repair or improve parking areas where they are now stored, and ensure that new long-term storage areas are not created at the end of Phase II construction.

Site review comments received from City Staff during the recent review process, specifically regarding a traffic study and identifying electric utility easements and facilities on the overall PUD Plan, were acknowledged and found to be able to be addressed during Site Plan and Final Master Plan reviews, which require Planning Commission approval.

General urban design standards for mixed-use development are not included in the proposed amendment to the PUD Master Plan, nor are they found in current City standards or ordinances. Therefore, qualities and characteristics for mixed-use development are included as a condition of the recommended approval by the Planning Commission in order to provide guidance for subsequent review of Final Master Plans and Site Plans.

The revised PUD Master Plan proposes to serve as Final Master Plan for all phases except Phases III A, Mixed Use Area, and III C, Future Retail on Rutgers Ave, which will require separate Final Master Plan approval, as noted in Note #6 on the PUD Master Plan Revision. Upon Final Master Plan approval, each phase is subject to Site Plan approval by the Planning Commission.

Planning Commission Recommendation

At their business meeting on April 25, 2019, the Planning Commission voted (7-1, one member absent, one seat vacant) to **recommend conditional approval** of the proposed PUD Master Plan Revision and PUD Sidewalk & Landscape Exhibit, dated 4-05-2019 by Arnold Consulting, which would amend the Main Street Oak Ridge PUD Master Plan.

Recommended conditions of the approval are listed below. The applicant discussed these items with the Commission and indicated agreement during the meeting. In response, the applicant has revised the PUD drawings to reflect the first three items in Section I. **The revised drawings, dated 5-01-2019, are attached to this memorandum and replace previously submitted PUD drawings.**

- I. The following notations should be added to the PUD Master Plan and PUD Sidewalk & Landscape Exhibit prior to adoption of the ordinance, in order to clarify important elements of the development. These elements were discussed in agreement with the applicant during the recent review process.
 - i. Phase III Mixed Use Areas to include the following characteristics:
 - Mix of retail, restaurant, residential, and/or office uses, with residential element being a critical ingredient;
 - Multi-story buildings located at back of sidewalk (i.e. no parking between buildings and street);
 - Articulated, independent storefront appearance at street level;
 - Attractive streetscape including: generous sidewalk area for circulation, street furniture, etc; crosswalks, street trees/urban landscaping, decorative lighting; on-street parking; and quality public space/community gathering space incorporated via design to be jointly developed in upcoming planning process with City.
 - Pedestrian connectivity from Wilson Street to the core of the property.
(Included in the revised PUD Master Plan Revision and PUD Sidewalk and Landscape Exhibit, dated 5-01-2019)
 - ii. Identify the future green space adjacent AMSE to be completed with Phase II, and add a Note to indicate there will be user amenities that may include shade trees, permeable but rigid surface for street furniture (e.g. pavers, grass-block, etc), picnic tables, benches, trash receptacles, etc.
(Included in the revised PUD Sidewalk and Landscape Exhibit, dated 5-01-2019; the applicant has expressed the intent to coincide this item with Phase II A, expected completion in Spring 2020)
 - iii. Strike the word "Limited" regarding parking lot improvements associated with individual phases.
(Included in the revised PUD Sidewalk and Landscape Exhibit, dated 5-01-2019)
 - iv. Add Note stating that all Site Plan and Final Master Plan submittals shall provide for landscaping, including trees and benches, to be located within sidewalk areas between the curb and the face of the buildings. **(Not included in the revised drawings. The applicant has expressed the intent to address this item in Phase II A, alone. The Planning Commission intends this item to be addressed during each phase of development, in order to address specific site constraints and opportunities, as well as ensure consistent and quality amenities for pedestrians)**

- ii. The following items are recommended by the Planning Commission to be memorialized in a Memorandum of Understanding or other appropriate agreement between the property owner and City. Parties commit to execution of MOU or other agreement by July 1, 2019, to support efforts beginning at that time to study, design, and work towards achieving viable mixed-use, pedestrian-oriented development along Wilson Street. Securing such an agreement would help to ensure that infrastructure projects and investments by the City, as well as other private investment and development around the city center will be based on common understanding.
- i. Participation in Mixed-Use Development planning and implementation for Wilson Street
 - Commit to participate with other property owner/stakeholders in planning process;
 - Express willingness to sell parcels at market rate to developers interested in doing mixed-use projects, and/or partner with developer(s) experienced in this type of development; to implement projects in accordance with plan (above);
 - Postpone new development in Wilson Street Mixed Use Areas that might inhibit mixed-use development until plan is complete, or December 31, 2019, whichever comes first.
 - ii. Cooperation to allow parking areas and open space to be used for community gatherings such as organized events. 'Community Event' could be defined as a publicly available activity attracting people to gather peacefully, add to quality of life, and related to local arts, culture, culinary, entertainment and/or seasonal personality of Oak Ridge.
 - Agree to work with the City to identify blackout dates for cooperative use of parking areas, consistent with existing (or negotiated future) tenant leases and agreements;
 - Designate potential areas in parking areas and open space where community events may be held, subject to RealtyLink acknowledgement and approval;
 - Establish reasonable usage rules, and liability/hold harmless coverage to be secured by anyone conducting community event;
 - Establish a procedure in conjunction with City Departments for acknowledgement/approval and notification of each community event, excluding blackout dates.

Recommendation

Approval of the attached ordinance is recommended, which approves an amendment to the Main Street Oak Ridge Planned Unit Development (PUD) Master Plan as submitted by the applicant, and subject to conditions of approval recommended by the Municipal Planning Commission.

- Attachments: Letter from TN Oak Ridge Rutgers, LLC (applicant), dated 4-08-2019
- Application to Amend the PUD Master Plan, Building Elevations, and entrance rendering, received 3-22-2019
- Proposed PUD Master Plan Revision by Arnold Consulting, revised 5-01-2019
- Proposed PUD Sidewalk & Landscape Exhibit by Arnold Consulting, revised 5-01-2019
- Supplemental Exhibit for Sidewalks (to more clearly present the same information contained in the PUD Plans)
- 2015 Main Street Oak Ridge Master Plan (sheets MP 1.01, MP 2.01 & Schematic Elevations)

Nathalie Schmidt

Nathalie A. Schmidt, AICP, Senior Planner

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S. Watson

Mark S. Watson

5/8/19

Date

TN OAK RIDGE RUTGERS, LLC

April 8, 2019

Nathalie Schmidt
Senior Planner
City of Oak Ridge TN.

RE: TN Oak Ridge Rutgers, LLC (Main Street PUD Site Plan Amendment)

Nathalie

TN Oak Ridge Rutgers, LLC (developer) is submitting this letter as part of the Main Street PUD Site Plan Amendment.

The developer is re-submitting the PUD Site Plan Amendment to Planning commission due to a failed attempt last year. The previous application was approved by Planning Commission with conditions. However the developer felt that the conditions of approval were not acceptable and petitioned City Council to review and remove some of the conditions applied by Planning Commission. City Council reviewed the developer's petition and unfortunately did not vote in favor of the developer's request.

We would like to assure staff and Planning Commission that we did listen to comments and believe that we heard the concerns. I would like to add a few comments to several of the comments/concerns mentioned by either Planning Commission or City Council.

- **Closing of the Access from Rutgers:** The original /primary purpose for the entrance from Rutgers as shown on the currently approved PUD was to provide access to the proposed 200 multi-family residential units and 32,000 sf of associated retail/commercial. Now that the multi-family development is being planned for across Tulane Avenue the need for the thru access from Rutgers has diminished.
- **Pedestrian Connectivity:** As part of the revised PUD submittal we have prepared an exhibit showing existing and proposed sidewalks in both public and private properties. We believe that this exhibit shows a very functional pedestrian connectivity pattern for the development.
- **Sense of Arrival:** Councilman Hope indicated that he felt important to create a sense of arrival to the shopping center from the Wilson Street side of the development. We agree and as such have included an exhibit providing a visual showing enhanced landscaping and signage for both Main Street East and West entrances along Wilson Street.
- **Commitment to Mixed Use Development in Phase III:** Councilman Dodson spoke to the need for a commitment from the developer for Mixed Use development in the Phase IIIA area to assist with creating sense of a town center along Wilson Street. We committed during the City Council meeting to make our very best effort for the Phase IIIA be developed as mixed use. However, we also admitted that we are not residential developers but will work to recruit a Mixed Use Development partner for the residential component in this Phase.

Gathering/Community Space: We heard comments from Community Development staff, Planning Commission and City Council requesting a "Gathering Place" for community events. We shared with both Planning Commission and City council that loosing parking spaces in this area was absolutely not an option. That being said, we are willing to look for opportunities to create an area within the parking lot that could be temporarily configured such that it would allow public events.

Overall Project Renderings: Several comments requesting that the developer provide an overall rendering of the shopping center like Crossland did in the beginning. We understand the request and if we thought that it would truly be of value in this process we would be happy to comply. However in this case we don't feel that the outcome is worth the investment. We have provided elevations for the new Phase IIA shops which will have the same overall look as what we have previously constructed. Regarding the Phase IIIa mixed use area we are simply not in a position to provide renderings for something that we don't fully understand or have a partner for the residential component.

With the above clarifications, the developer is now re-submitting Application for PUD Site Plan approval with additional documents that we hope will provide clarity and assist planning commission in their review and approval.

Should you have any questions feel free to contact me at (864) 263-5426 or via email: brogers@realitylinkdev.com

Thank you.

Sincerely,
Brett Rogers
Dir of Construction



CITY OF OAK RIDGE
CHECKLIST FOR APPLICANTS
PLANNED UNIT DEVELOPMENT
PRELIMINARY MASTER PLAN
ZONING DOCUMENT

The PUD Preliminary Master Plan and the request for approval of a PUD overlay zone is the first step in the PUD approval process.

Name of Planned Unit Development - Lot(s)/Parcel(s) Block No: Parcel 003.00 Tax ID 099L A and Parcel 036.00 Tax ID 009L A - Main Street Oak Ridge PUD Master Plan

Owner TN Oak Ridge Rutgers, LLC Telephone No. (864) 263-5425
Address 550 South Main Street, Suite 300, Greenville, SC 29601

Name of Agent/Engineer/Surveyor Arnold Consulting Engineering Services, Inc.
Address P.O. Box 1138, Bowling Green, KY 42102 Telephone No. (270) 780-9445

General description of project: 1) Eliminate multi-family use and add additional commercial use in that area
2) Relocate hotel use and add additional commercial uses

Zoning Designation of Property: UB-2 PUD

Fees Paid: X \$200.00 Seven copies for initial review by staff. Seventeen copies of revision for staff and Planning Commission (ten folded; seven rolled). After recommendation by Planning Commission, fifteen copies for City Council meeting. If plan does not include all the items listed on this checklist, the plans will be returned to the applicant to be completed before the deadline of the following month.

Any revisions submitted in response to staff comments must have the revision number on the drawing and each change must be clearly delineated.

ARE ANY VARIANCES REQUESTED AS PART OF THIS PROPOSAL?
 YES (Attach letter detailing each, and its justification)
 X NO

I hereby certify that this submission is complete and ready for city staff review.

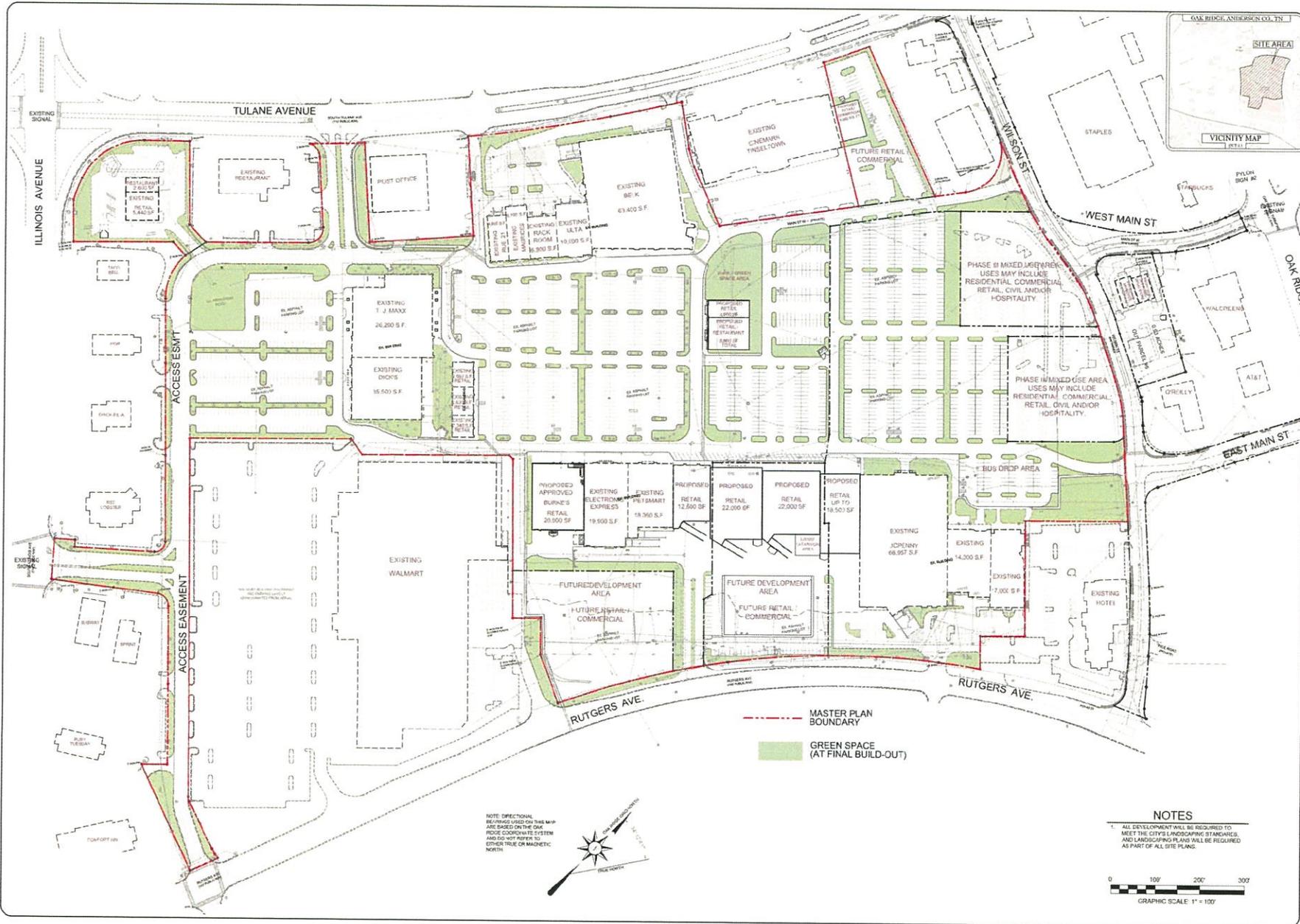
SIGNATURE OF AGENT: Brandy Zackery

I authorize Brandy Zackery to serve as my agent.

SIGNATURE OF OWNER: Butt Lynn (OWN OF CONST.)

DATE: 3/4/19

City of Oak Ridge Community Development Dept. Site Representative _____



REVISIONS

NO.	DATE	DESCRIPTION

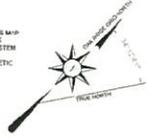
**PUD MASTER PLAN
AT OAK RIDGE CITY CENTER**
OAK RIDGE, TENNESSEE

ACES
ARNOLD CONSULTING
ENGINEERING SERVICES, INC.
1000 W. MAIN ST., SUITE 200
BOWLING GREEN, KY 42303
PHONE (270) 760-4445

JOB NUMBER: 18-4170 L
DATE: 05-01-2019
SCALE: 1" = 100'
DRAWN: C. WICKERY
CHECKED: B. ZACKERY
FILE PATH: E:\050119\OPEN SPACE

PUD
OPEN SPACE
EXHIBIT

NOTE: DIRECTIONAL REFERENCE USED ON THIS MAP ARE BASED ON THE OAK RIDGE COORDINATE SYSTEM AND DO NOT REFER TO EITHER TRUE OR MAGNETIC NORTH.



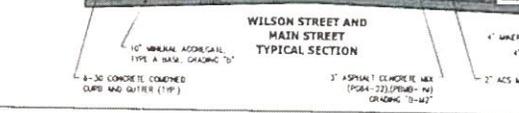
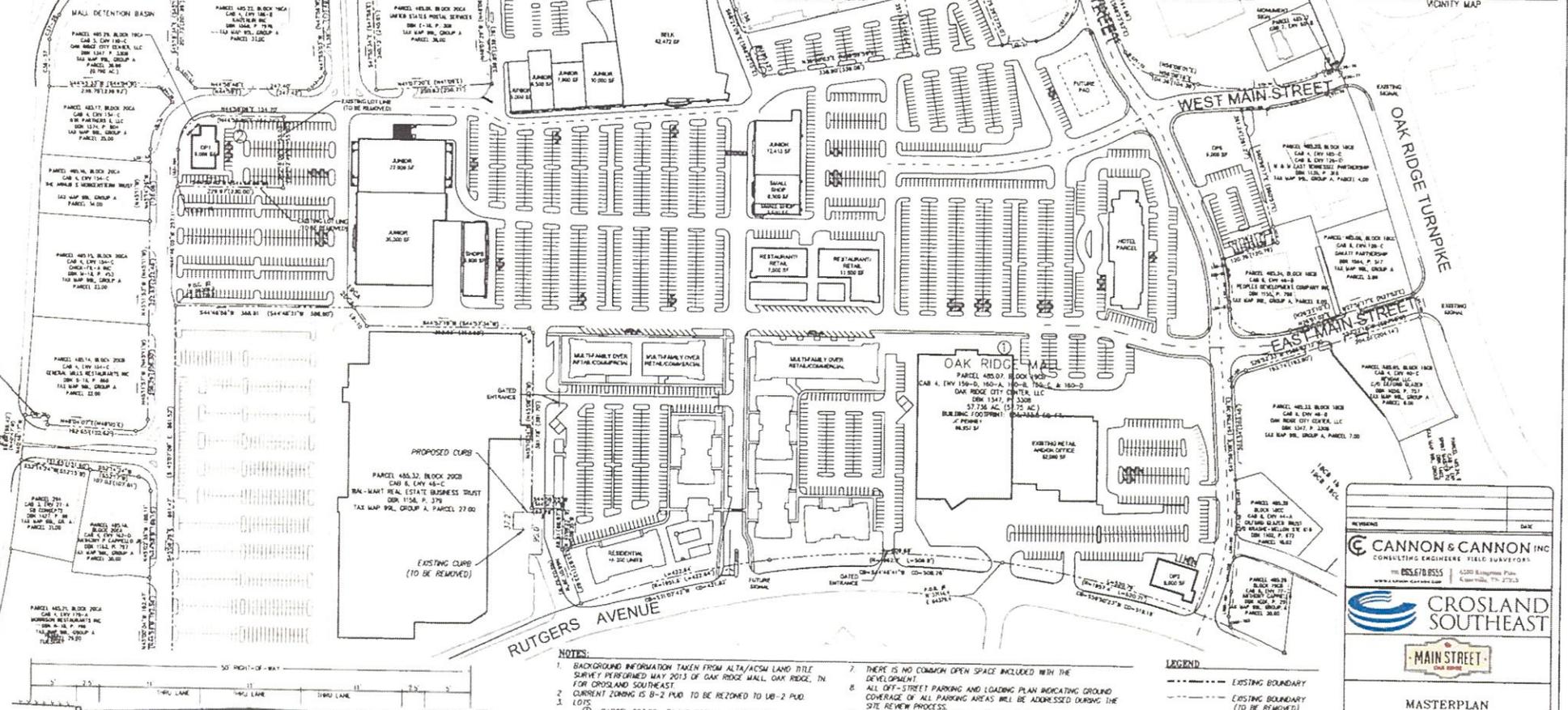
NOTES
1. ALL DEVELOPMENT WILL BE REQUIRED TO MEET THE CITY'S LANDSCAPING STANDARDS, AND LANDSCAPING PLANS WILL BE REQUIRED AS PART OF ALL SITE PLANS.

0 100' 200' 300'
GRAPHIC SCALE 1" = 100'

PARKING SUMMARY		
USE	REQUIRED	PROVIDED
PROPOSED SHOPPING CENTER (440,000 SQ. FT.) 4.5 SPACES PER 1000 SQ. FT. OF USABLE FLOOR AREA	440,000/1000*4.5=1,980 SPACES	2,015 SPACES
PROPOSED HOTEL (150 ROOMS) 1 PER GUEST BEDROOM	=150 SPACES	150 SPACES
PROPOSED MULTI-FAMILY (230 UNITS) 1.5 PER DWELLING UNIT	230*1.5=345 SPACES	428 STD SPACES
TOTALS	2,475 SPACES	2,593 SPACES

PERMITTED USES:
THE REQUESTED ZONING FOR THE MALL IS UB-2. ALL USES WITHIN THE UB-2 ZONING DISTRICT WILL BE ALLOWED, EXCEPT FOR THE FOLLOWING: OFFICE OF PLUMBER, ELECTRICIAN OR UPHOLSTER, ANIMAL HOSPITAL, PENAL OR CORRECTIONAL INSTITUTION, FAMILY DAY CARE, SINGLE DWELLING UNIT AS QUARTERS FOR WATCHMAN, CARETAKER, OR CUSTODIAN ON THE PREMISES, PUBLIC RECREATION USES SUCH AS GOLF COURSES, BALL FIELDS, ATHLETIC FIELDS OR STADIUMS, HOSPITAL, DEPOT FOR THE COLLECTION AND DELIVERY OF ARTICLES AND MERCHANDISE, INCLUDING FACILITIES FOR THE STORAGE AND SERVICE OF VEHICLES AND EQUIPMENT USED IN CONNECTION THEREWITH, HELICOPTER PASSENGER STATION, NIGHT CLUBS, DANCE CLUBS, CLUBS (PRIVATE), LOBBIES, AND SIMILAR USES.

- VARIANCES:
- UB-2 SECTION 704-D MINIMUM REQUIRED SET BACK FRONT 30 FT. PROPOSED 20 FT. MINIMUM
 - UB-2 SECTION 704-D MAXIMUM BUILDING HEIGHT 35 FT. PROPOSED 50 FT. MAXIMUM
 - PRELIMINARY AND FINAL MASTER PLAN SUBMITTAL TO BE COMBINED INTO ONE APPROVAL
 - VARIANCES WERE APPROVED BY PLANNING COMMISSION ON MARCH 26, 2015
 - REDUCE THE MULTI-FAMILY UNIT PARKING RATE FROM 2 PER DWELLING UNIT TO 1.5 PER DWELLING UNIT
 - REDUCE PARKING STALL DIMENSION FROM 9'318.5" TO 9'318"
 - REDUCE DRIVE AISLE DIMENSION FROM 26' TO 24'
 - VARIANCES WERE APPROVED BY PLANNING COMMISSION ON APRIL 23, 2015



- NOTES:
- BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN FOR CROSLAND SOUTHEAST
 - CURRENT ZONING IS B-2 PUD TO BE REZONED TO UB-2 PUD
 - LOTS
 - PARCEL 063.00 TAX ID 009L A = 57.75 AC
 - PARCEL 036.00 TAX ID 009L A = 40.79 AC
 - SUBJECT PROPERTY DOES NOT LIE WITHIN ZONE "T" AS SHOWN ON FLOOD INSURANCE MAP #200102015F, DATED 1/17/2007
 - MINIMUM REQUIRED SET BACKS:
 - FRONT = 30 FEET
 - SIDE = 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT
 - REAR = 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT
 - FINAL DRAFTS OF COVENANTS WILL BE REQUIRED AT THE OF RECORDING OF FINAL PLAN

- LEGEND
- EXISTING BOUNDARY
 - EXISTING BOUNDARY (TO BE REMOVED)
 - ACCESSIBLE PARKING
- ARCHITECT: **mcmillan | pazdan | smith** architecture

REVISIONS

NO.	DATE	DESCRIPTION

CANNON & CANNON INC.
CONSULTING ENGINEERS FIELD OFFICE
1005 S. 10TH ST. SUITE 100
MEMPHIS, TN 38153
www.cannon-cannon.com

CROSLAND SOUTHEAST

MAIN STREET
OAK RIDGE

MASTERPLAN

PROJECT NO: 01116-0000
DATE: APRIL 14, 2015
SCALE: MP 1.01



COR3 Design, LLC
 550 South Main Street
 Suite 320
 Greenville, SC 29601
 Phone: 864.451.5288
 Fax: 864.990.3085
 www.cor3design.com

CONTRACTORS
STRUB TUBAL
 4000 Carolina Ave.
 1301 C. Cambridge Lane
 Greenville, SC 29615
 864.733.1100

PLUMBING
CE CONSULTING
 217 Woodruff Street, Suite 700
 Greenville, SC 29605
 864.271.1121

MECCHANICAL
ME CONSULTING
 107 Cambridge Lane
 13 Woodruff Street, Suite 700
 Greenville, SC 29605
 864.271.1121

ELECTRICAL
ME
 76 South Pleasantburg Drive
 Greenville, SC 29605
 864.233.8800

Project No: **TN OAK RIDGE RETAIL**
 OAK RIDGE, TENNESSEE



SD5.01
PHASE IIA
 Retail Elevation



TITLE

AN ORDINANCE TO AMEND THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN TO REMOVE MULTI-FAMILY USES AND AN EXISTING ACCESS POINT AND TO ADD NEW RETAIL USES, SIDEWALKS, OPEN SPACE, AND FUTURE PHASES OF DEVELOPMENT; SAID PROPERTY IS BORDERED BY RUTGERS AVENUE, SOUTH ILLINOIS AVENUE, SOUTH TULANE AVENUE, AND OAK RIDGE TURNPIKE AND CONTAINS PARCELS 003.00, 003.04, 003.05, 003.06, 003.08, 003.09, 003.10, 003.11, 003.12, 003.13, AND 036.00, TAX MAP 099L, GROUP A, (APPROXIMATELY 58.54 ACRES), WITH NO CHANGE TO THE ZONING DISTRICT WHICH REMAINS UB-2/PUD, UNIFIED GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission; and

WHEREAS, at their April 25, 2019 meeting, the Oak Ridge Municipal Planning Commission approved the same with multiple conditions, several of which have been already been incorporated into the attached drawings submitted by the developer; and

WHEREAS, a public hearing thereon has been held as required by law for the plan as submitted by the developer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE TENNESSEE:

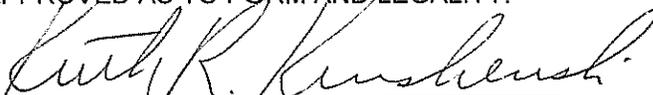
Section 1. That the Main Street Oak Ridge Planned Unit Development is hereby amended as set forth on the attached drawings submitted by Arnold Consulting Engineering Services, Inc., dated May 1, 2019, titled "PUD Master Plan at Oak Ridge City Center, Master Plan Revision" and "PUD Master Plan at Oak Ridge City Center, PUD Sidewalk & Landscape Exhibit," and subject to the following conditions as recommended by the Oak Ridge Municipal Planning Commission at their April 25, 2019 meeting:

1. To include a notation on the drawings that all Site Plan and Final Master Plan submittals shall provide for elements such as: landscaping, trees and benches, to be located within sidewalk areas between the curb and the face of the buildings as space allows; and
2. To memorialize through a written agreement between the City and the developer, the developer's intent to support study, design, and projects towards achieving viable mixed-use, pedestrian-oriented development along new public investment along Wilson Street, and to cooperate to allow parking areas and open space to be used for Community Events with certain restrictions.

Section 2. This amendment to the Main Street Oak Ridge Planned Unit Development does not change the overall zoning district, which remains UB-2/PUD, Unified General Business with a Planned Unit Development Overlay.

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

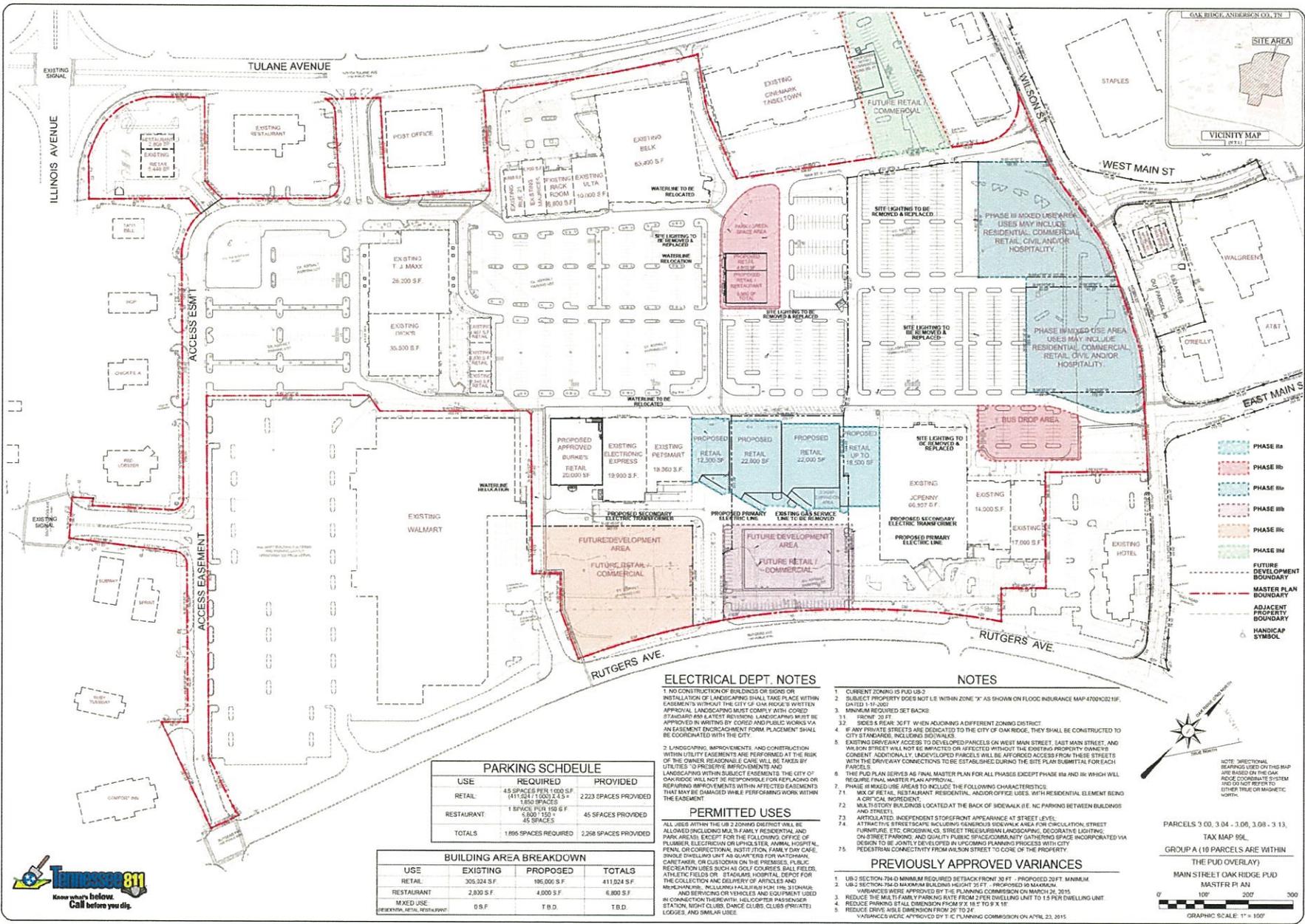


Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

Publication Date: 04/26/2019
Public Hearing: 05/13/2019
First Reading: 05/13/2019
Publication Date: 05/16/2019
Second Reading: _____
Publication Date: _____
Effective Date: _____



REVISIONS

PUD MASTER PLAN AT OAK RIDGE CITY CENTER

OAK RIDGE, TENNESSEE

ACES
 ARNOLD CONSULTING
 ENGINEERING AND SERVICES, INC.
 BOWLING GREEN, KY 40303
 PHONE (270) 780-5415

JOB NUMBER: 18-4170-L
 DATE: 05-01-2018
 SCALE: 1" = 100'
 DRAWN: C. WICKER
 CHECKED: B. ZACKERY
 FILE PATH: 2:\PUD\18-4170\MP

NOTE: SECTIONAL REARINGS USED ON THIS MAP ARE BASED ON THE OAK RIDGE COORDINATE SYSTEM AND DO NOT REFER TO EITHER TRUE OR MAGNETIC NORTH.

PUD MASTER PLAN REVISION

ELECTRICAL DEPT. NOTES

- NO CONSTRUCTION OF BUILDINGS OR SIGNS OR INSTALLATION OF LANDSCAPING SHALL TAKE PLACE WITHIN EASEMENTS WITHOUT THE CITY OF OAK RIDGE'S WRITTEN APPROVAL. LANDSCAPING MUST COMPLY WITH CODES, STANDARDS AND LATEST REVISIONS. LANDSCAPING MUST BE APPROVED IN WRITING BY CORED AND PUBLIC WORKS VIA AN EASEMENT ENCROACHMENT FORM. PLACEMENT SHALL BE COORDINATED WITH THE CITY.
- LANDSCAPING IMPROVEMENTS AND CONSTRUCTION WITHIN UTILITY EASEMENTS ARE PERFORMED AT THE RISK OF THE OWNER. REASONABLE CARE WILL BE TAKEN BY UTILITIES TO PROTECT THEIR INFRASTRUCTURE AND LANDSCAPING WITHIN SUBJECT EASEMENTS. THE CITY OF OAK RIDGE WILL NOT BE RESPONSIBLE FOR REPAIRS OR REPAIRING IMPROVEMENTS WITHIN AFFECTED EASEMENTS UNLESS THEY ARE DAMAGED WHILE PERFORMING WORK WITHIN THE EASEMENT.

PERMITTED USES

ALL USER WITHIN THE URBAN ZONING DISTRICT SHALL BE ALLOWED INCLUDING MULTI-FAMILY RESIDENTIAL AND PARK AREAS EXCEPT FOR THE FOLLOWING: OFFICE, PLUMBER, ELECTRICIAN OR LIQUOR STORE, ANIMAL HOSPITAL, PETS, OR OTHER COMMERCIAL INSTITUTION, FAMILY CARE, SINGLE DWELLING UNIT AS QUARTERS FOR WATCHMAN, CARETAKER OR SUPERVISOR ON THE PREMISES, PUBLIC RECREATION LINES SUCH AS GOLF COURSES, BALL FIELDS, ATHLETIC FIELDS OR STADIUMS, HOSPITAL, DEPT FOR THE COLLECTION AND DELIVERY OF ARTICLES AND MACHINERY, INCLUDING HALLWAYS FOR THE STORAGE AND SERVICING OF TRUCKS, AND EQUIPMENT USED IN CONNECTION THEREWITH, HELICOPTER PASSENGER STATION, NIGHT CLUBS, DANCE CLUBS, DISCO (PRIVATE) LODGES, AND SIMILAR USE.

NOTES

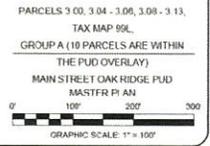
- CURRENT ZONING IS PUD UB-2
- SUBJECT PROPERTY DOES NOT LIE WITHIN ZONE "X" AS SHOWN ON FLOOD INSURANCE MAP #47009C021P, DATED 1-11-2007.
- MINIMUM REQUIRED SET BACKS:
 31. FRONT 30 FT.
 32. SIDES & REAR 30 FT. WHEN ADJOINING A DIFFERENT ZONING DISTRICT.
- IF ANY PRIVATE STREETS ARE DEDICATED TO THE CITY OF OAK RIDGE, THEY SHALL BE CONSTRUCTED TO CITY STANDARDS, INCLUDING SIDEWALKS.
- EXISTING DRIVEWAY ACCESS TO DEVELOPED PARCELS ON WEST MAIN STREET, EAST MAIN STREET, AND WILSON STREET WILL NOT BE IMPACTED OR AFFECTED WITHOUT THE EXISTING PROPERTY OWNER'S CONSENT. ADDITIONALLY, UNDEVELOPED PARCELS WILL BE AFFORDED ACCESS FROM THESE STREETS WITH THE DRIVEWAY CONNECTIONS TO BE ESTABLISHED DURING THE SITE PLAN SUBMITTAL FOR EACH PARCEL.
- THE PUD PLAN SERVES AS FINAL MASTER PLAN FOR ALL PHASES EXCEPT PHASE IIA AND IIB WHICH WILL REQUIRE FINAL MASTER PLAN APPROVAL.
- PHASE III MIXED USE AREAS INCLUDE THE FOLLOWING CHARACTERISTICS:
 71. MIX OF RETAIL, RESTAURANT, RESIDENTIAL, AND/OR OFFICE USES, WITH RESIDENTIAL ELEMENT BEING A CRITICAL INGREDIENT.
 72. MULTI-STORY BUILDINGS LOCATED AT THE BACK OF SIDEWALK (I.E. NO PARKING BETWEEN BUILDINGS AND STREETS).
 73. ARTICULATED, INDEPENDENT STOREFRONT APPEARANCE AT STREET LEVEL.
 74. ATTRACTIVE STREET SCENES INCLUDING REMEDIATION AND PAVEMENT FOR CIRCULATION, STREET FURNITURE, ETC. CROSSWALK, STREET TREES/URBAN LANDSCAPING, DECORATIVE LIGHTING, ON-STREET PARKING, AND QUALITY PUBLIC SPACE/COMMUNITY GATHERING SPACE INCORPORATED VIA DESIGN TO BE JOINTLY DEVELOPED IN LINDSAY PLANNING PROCESS WITH CITY.
- PEDESTRIAN CONNECTIVITY FROM WILSON STREET TO CORNER OF THE PROPERTY.
- VARIANCES WERE APPROVED BY THE PLANNING COMMISSION ON APRIL 23, 2015.

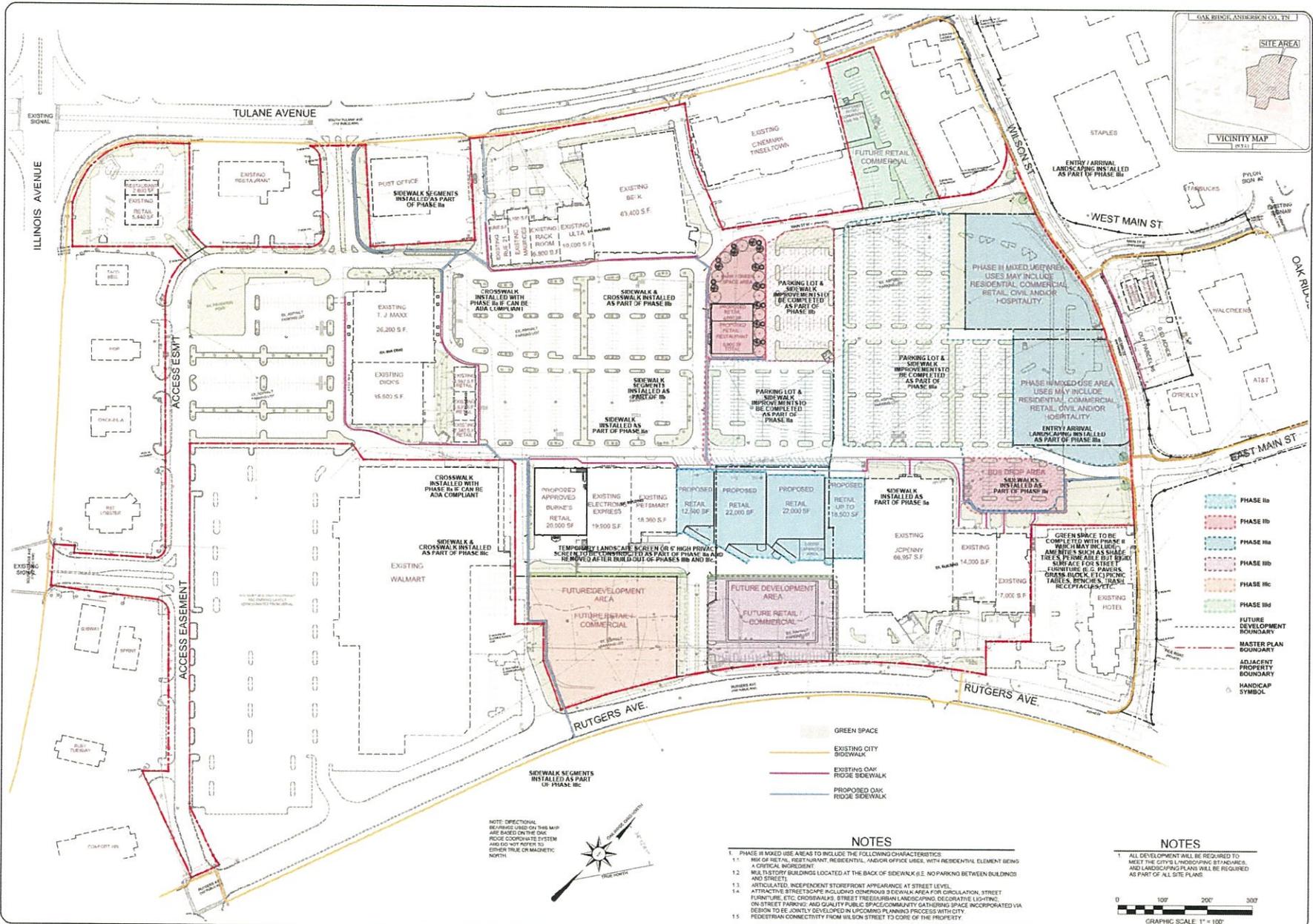
PREVIOUSLY APPROVED VARIANCES

- UB-2 SECTION 74.4 D MINIMUM REQUIRED SETBACK FRONT 30 FT. - PROPOSED 30 FT. MINIMUM.
- UB-2 SECTION 74.4 D MAXIMUM BUILDING HEIGHT 35 FT. - PROPOSED 30 MAXIMUM.
- VARIANCES WERE APPROVED BY THE PLANNING COMMISSION ON MARCH 26, 2015.
- REDUCE THE MULTI-FAMILY PARKING RATE FROM 2 PER DWELLING UNIT TO 1.5 PER DWELLING UNIT.
- REDUCE PARKING STALL DIMENSION FROM 9'x16' TO 9'x15'.
- REDUCE DRIVE DRIVE DIMENSION FROM 6'x12' TO 6'x10'.
- VARIANCES WERE APPROVED BY THE PLANNING COMMISSION ON APRIL 23, 2015.

USE	REQUIRED	PROVIDED
RETAIL	45 SPACES PER 1,000 S.F. (411,024 / 1,000) 2.35 = 1,950 SPACES	2,233 SPACES PROVIDED
RESTAURANT	1 SPACE PER 150 S.F. 45,000 / 150 = 300 SPACES	45 SPACES PROVIDED
TOTALS	1,895 SPACES REQUIRED	2,238 SPACES PROVIDED

USE	EXISTING	PROPOSED	TOTALS
RETAIL	305,324 S.F.	195,000 S.F.	411,024 S.F.
RESTAURANT	2,800 S.F.	4,000 S.F.	6,800 S.F.
MIXED USE	0 S.F.	T.B.D.	T.B.D.
EXCEPT RETAIL, RESTAURANT			





NOTES

1. PHASE II MIXED USE AREAS TO INCLUDE THE FOLLOWING CHARACTERISTICS:
 - 1.1 MIX OF RETAIL, RESTAURANT, RESIDENTIAL, AND/OR OFFICE USES, WITH RESIDENTIAL ELEMENT BEING A CRITICAL INGREDIENT.
 - 1.2 MULTI-STORY BUILDINGS LOCATED AT THE BACK OF SIDEWALK (I.E. NO PARKING BETWEEN BUILDINGS AND STREETS).
 - 1.3 ARTICULATED, INDEPENDENT STOREFRONT APPEARANCE AT STREET LEVEL.
 - 1.4 ATTRACTIVE STREETSCAPE INCLUDING OVERHANG SIDEWALK AREA FOR CIRCULATION, STREET FURNITURE, ETC. CROSSWALKS, STREET TREES/URBAN LANDSCAPING, DECORATIVE LIGHTING, ON-STREET PARKING, AND QUALITY PUBLIC SPACE/COMMUNITY GATHERING SPACE INCORPORATED VIA DESIGN TO BE JOINTLY DEVELOPED IN LUPPING PLANNING PROCESS WITH CITY.
 - 1.5 PEDESTRIAN CONNECTIVITY FROM WILSON STREET TO CORE OF THE PROPERTY.

NOTES

1. ALL DEVELOPMENT SHALL BE REQUIRED TO MEET THE CITY'S LANDSCAPING STANDARDS, AND LANDSCAPING PLANS WILL BE REQUIRED AS PART OF ALL SITE PLANS.

REVISIONS

**PUD MASTER PLAN
AT OAK RIDGE CITY CENTER**

OAK RIDGE, TENNESSEE

ACES
 ARNOLD CONSULTING
 ENGINEERS, INC.
 P.O. BOX 348
 BOWLING GREEN, KY 40301
 PHONE (502) 300-4415

JOB NUMBER: 18-1172-L
 DATE: 05-01-2019
 SCALE: 1" = 100'
 DRAWN: C. WICKER
 CHECKED: B. ZACKERY
 FILE PATH: Z:\PROJECTS\18-1172-L\18-1172-L.DWG

PUD
 SIDEWALK &
 LANDSCAPE
 EXHIBIT

RESOLUTIONS

CITY COUNCIL MEMORANDUM
19-13

DATE: May 17, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: MEMORANDUM OF AGREEMENT – MAIN STREET OAK RIDGE PUD

Introduction

An item for City Council's consideration is a resolution approving a Memorandum of Agreement with TN Oak Ridge Rutgers, LLC, regarding the Main Street Oak Ridge Planned Unit Development (PUD).

Funding

No commitment of finances are required by the adoption of this resolution.

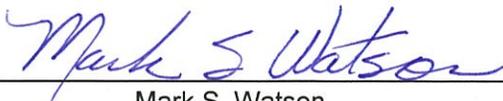
Review

As recommended by the Oak Ridge Municipal Planning Commission and as adopted by ordinance on first reading by the City Council as it relates to the Main Street Oak Ridge Planned Unit Development on May 13, 2019, a memorandum of agreement was suggested in the future development of the project. These elements of the project would include planning efforts along Wilson Street to achieve viable mixed-use and pedestrian-oriented development, and use of the parking lot for community events. Additionally, notation of aesthetic elements to be located within the sidewalk areas of the project were to be made.

The City of Oak Ridge has received an executed Memorandum of Agreement (MOA) from TN Oak Ridge Rutgers, LLC. This has been reviewed and concurred with by the City Attorney. The MOA establishes the agreement of TN Oak Ridge Rutgers, LLC, to the remaining conditions as recommended by Planning Commission and City Council on the mall PUD amendment.

Recommendation

Approval of the attached resolution is recommended.



Mark S. Watson

Attachment

RESOLUTION

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH TN OAK RIDGE RUTGERS, LLC, REGARDING THE MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT.

WHEREAS, TN Oak Ridge Rutgers, LLC (the "Developer"), is the owner and developer of real property known Main Street Oak Ridge; and

WHEREAS, the Developer is in the process of requesting approval of an amendment to the Main Street Oak Ridge Planned Unit Development (PUD); and

WHEREAS, the first step toward approval is obtaining a recommendation from the Oak Ridge Municipal Planning Commission (the "Planning Commission"), which was obtained on April 25, 2019 subject to certain conditions; and

WHEREAS, the Developer has agreed to all of Planning Commission's conditions, many of which have already been addressed on the revised drawings for the PUD; and

WHEREAS, the remaining conditions are set forth in the attached Memorandum of Agreement and pertain to (1) a notation on the drawings that all Site Plan and Final Master Plan submittals shall provide for elements such as landscaping, trees and benches to be located within sidewalk areas between the curb and the face of the buildings as space allows, and (2) to memorialize the Developer's intent to support study, design, and projects towards achieving viable mixed-use, pedestrian-oriented development along new public investment along Wilson Street, and to cooperate to allow parking areas and open space to be used for Community Events with certain restrictions; and

WHEREAS, the City Manager recommends approval of the attached Memorandum of Agreement setting forth the Developer's agreement to said remaining conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into the attached Memorandum of Agreement with TN Oak Ridge Rutgers, LLC, regarding Main Street Oak Ridge Planned Unit Development (PUD).

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to enter into the appropriate legal instruments to accomplish the same.

This the 24th day of May 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereafter referred to as "MOA") dated as of the _____ day of May, 2019 ("Effective Date") has been executed to set forth the terms of the agreement between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and TN Oak Ridge Rutgers, LLC, hereinafter referred to as the "Developer," and collectively referred to herein as the "Parties" and each a "Party."

WHEREAS, the Developer is the owner of real property known as Main Street Oak Ridge; and

WHEREAS, the Developer is in the process of requesting approval of an amendment to the Main Street Oak Ridge Planned Unit Development (PUD) through the Oak Ridge Municipal Planning Commission for a recommendation and through the City Council for approval of the amendment; and

WHEREAS, as part of the Oak Ridge Municipal Planning Commission's recommendation for approval to City Council of the proposed amendment, the Oak Ridge Municipal Planning Commission has recommended the City and the Developer enter into a memorandum of agreement setting forth certain understandings; and

WHEREAS, this MOA sets forth those understandings between the Parties.

NOW THEREFORE, the City and the Developer hereby agree as follows:

1. MIXED-USE DEVELOPMENT PLANNING AND IMPLEMENTATION FOR WILSON STREET

The Developer commits to participate with other property owners/stakeholders in the planning and implementation process for mixed-use development along Wilson Street. The Developer has expressed willingness to sell parcels of land at Main Street Oak Ridge at market rate to other developers interested in achieving mixed-use projects and/or partner with other developers experienced in this type of development to implement projects in accordance with said plan. The Developer will postpone new development along Wilson Street Mixed Use Areas that might inhibit mixed-use development until said plan is complete, or until December 31, 2019, whichever occurs first.

2. COMMUNITY EVENTS

The Developer will cooperate to allow parking areas and open space to be used for Community Events. A "Community Event" is a community gathering or organized events including a publicly available activity attracting people to gather peacefully, add to quality of life, and related to local arts, culture, culinary, entertainment, and/or seasonal personality of Oak Ridge. The Parties will work together to identify blackout dates for cooperative use of parking areas consistent with existing tenant leases/agreements and negotiated future tenant leases/agreements for Community Events. The Developer will designate potential areas in parking areas and open space where Community Events may be held, subject to the acknowledgment and approval of the Developer. The Developer will establish reasonable usage rules and any associated liability/hold harmless coverage to be secured by any one conducting a Community Event. The Developer will establish a procedure in conjunction with the City for acknowledgment/approval and notification of each Community Event, excluding blackout dates.

3. DRAWING NOTATION

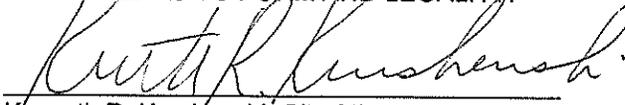
The Developer will include a notation on the PUD drawings that all Site Plan and Final Master Plan submittals shall provide for elements such as: landscaping, trees and benches, to be located within sidewalk areas between the curb and the face of the buildings as space allows.

4. EFFECTIVE DATE / TERM

This MOA shall become effective on the Effective Date written above. This MOA shall remain effective until terminated in writing by agreement of the Parties.

IN WITNESS WHEREOF, the City and the Developer have executed this MOA on the dates indicated below.

APPROVED AS TO FORM AND LEGALITY:



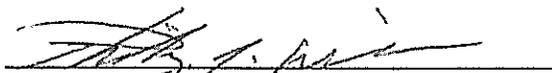
Kenneth R. Krushenski, City Attorney

CITY OF OAK RIDGE, TENNESSEE

Warren L. Gooch, Mayor

Date

TN OAK RIDGE RUTGERS, LLC



Philip J. Wilson, Manager

5/10/17
Date

PUBLIC WORKS DEPARTMENT MEMORANDUM
19-58

DATE: April 17, 2019
TO: Mark S. Watson, City Manager
FROM: Shira A. McWaters, P.E., Public Works Director
SUBJECT: ANNUAL ORDER - STATE HIGHWAY MAINTENANCE CONTRACT FY2020

Introduction

An item for City Council's consideration is a Resolution authorizing a contract between the City of Oak Ridge and the State of Tennessee, Department of Transportation (TDOT) that provides reimbursement to the City for maintenance of prescribed portions of State Highways located within the City limits for the period of July 1, 2019 to June 30, 2020.

Funding

The contract includes a total reimbursement of \$151,282.65, which is the same amount allowed for FY2019. The total is based on the approximate reimbursement of \$140,671.65 for roadway and pavement maintenance, \$6,075.00 for mowing of medians, and \$4,536.00 for litter removal.

The pavement maintenance reimbursement is calculated at \$0.15 per square yard of pavement, with a total pavement or curb-to-curb width area of 937,811 square yards. While the cost of street maintenance continues to rise, based upon historical records our costs will continue to be fully reimbursed.

The mowing reimbursement is based on a monthly cycle for six (6) months of the year for the 22.5 acres of median located along the state routes at a rate of \$45 per acre. The City is not reimbursed for any mowing of the right-of-way located back of the curb or edge of pavement. The contract also provides reimbursement for twelve (12) monthly litter pickups along State routes.

Background

Activities covered by this contract include all routine maintenance, such as pavement repair, striping, sweeping, snow removal, mowing of medians, and litter removal. Only work performed in the areas located between curb and curb, or between shoulders is eligible for reimbursement.

The sections of roadway included in the contract are:

- State Route 95 (Oak Ridge Turnpike) from the Southwood Lane to the eastern City limits;
- State Route 62 (Illinois Avenue) from the northern City limit to the Solway Bridge; and
- State Route 170 (Edgemoor Road) from the Edgemoor Bridge to the SR62 interchange.

Recommendation

Staff recommends approval of the Resolution as submitted.

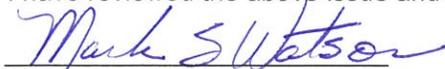
Attachment(s)

Contract between the State of Tennessee Department of Transportation and the City of Oak Ridge


Shira A. McWaters, P.E.

City Manager's Comments:

I have reviewed the above issue and recommend council action as outlined in this document.


Mark S. Watson

5/17/19
Date

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF OAK RIDGE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Oak Ridge, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes (mowing, litter), as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002875
Contract #: CMA 2024

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2019 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred fifty one thousand two hundred eighty two dollars and sixty five cents (\$151,282.65). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee Department of Transportation
1045 Maintenance Lane
Knoxville, TN 37914

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tommy Berry, ASA 2
State of Tennessee Department of Transportation
1045 Maintenance Lane
Knoxville, TN 37914
Tommy.berry@tn.gov
Telephone # 865-594-2718
FAX # 865-594-2730

The Contractor:

Shira A. McWaters, Director of Public Works
City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831-0001
Telephone # 865-425-1875
FAX # 865-425-1843

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF OAK RIDGE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
4. Storm drainage
5. Traffic control signs and signals and any other traffic control or monitoring devices.
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
9. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

**ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (YD^2):	937811
Calculated Maximum Reimbursement (Roadway Surface):	\$ 140,671.65

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR095	Oak Ridge Turnpike	BEGIN	Roane/Anderson Line	1E	Yes	0	2.3	12144	106	12	16192.00	126837.33
		CHANGE		1D	No	2.3	5	14256	106	0	0	167904.00
		END	Eastern City Limits	1E	Yes	5	7.5	13200	95	12	17600	121733.33
SR062	Illinois Ave	BEGIN	North City Limits to West Outer	1G	Yes	0.8	1.2	2112	102	12	2816	21120.00
		CHANGE	West Outer -	1D	No	1.2	2.8	8448	106	0	0	99498.67
		CHANGE	Tulane - Centrifuge Way	1D	No	2.8	4.3	7920	98	0	0	86240.00
		CHANGE	Centrifuge Way - Bethel Valley	1E	No	4.3	5.6	6864	102	12	9152	68640.00
		CHANGE		1D	No	5.6	6.7	5808	112	0	0	72277.33
		CHANGE		1E	No	6.7	6.9	1056	98	12	1408	10090.67
		END	End at Solway Bridge	1D	No	6.9	7.19	1531.2	98	0	0	16673.07
SR170	Edgemoor Road	BEGIN	Edgemoor Bridge - Solway Int	1C	No	0	2.81	14836.8	46	0	0	75832.53
SR095		BEGIN	Southwood Ln.	1C	No	8.415	8.64	1188	82	0	0	10824.00
		CHANGE		1C	No	8.64	8.76	633.6	95	0	0	6688.00
		CHANGE		1C	No	8.76	8.92	844.8	82	0	0	7697.07
		CHANGE		1D	No	8.92	9.23	1636.8	72	0	0	13094.40
		CHANGE		1D	No	9.23	9.36	686.4	74	0	0	5643.73
		CHANGE		1E	No	9.36	9.97	3220.8	73	18	6441.6	19682.67
		CHANGE		1E	No	9.97	10.03	316.8	68	18	633.6	1760.00
		END	Roane/Anderson Line	1E	No	10.03	10.22	1003.2	68	18	2006.4	5573.33
Total Length (mi.):								18.505	Total Roadway Surface:		937811	

**INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 45.00
 Calculated Maximum Reimbursement (Mowing): \$6,075.00

Mowing Inventory Worksheet									
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)	
SR095	1E	0	2.3	5.99	0	5.99	6	35.94	
SR095	1E	5	7.5	3.05	0	3.05	6	18.3	
SR062	1G	0.8	1.2	3.23	0	3.23	6	19.38	
SR062	1E	4.3	5.6	7.51	0	7.51	6	45.06	
SR062	1E	6.7	6.9	0.8	0	0.8	6	4.8	
SR095	1E	9.36	10.22	1.88	0	1.88	6	11.28	
Total Contract Area (acres):								135	

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

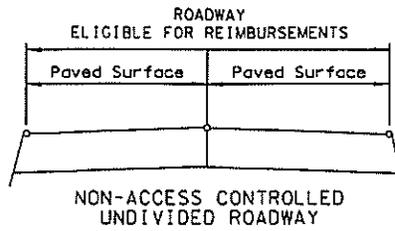


FIGURE 1A

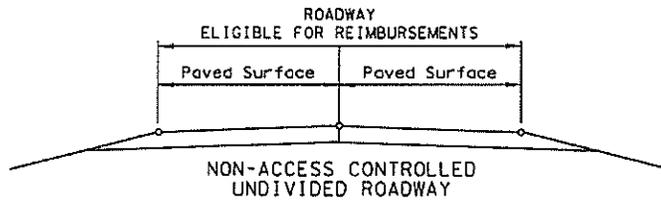


FIGURE 1B

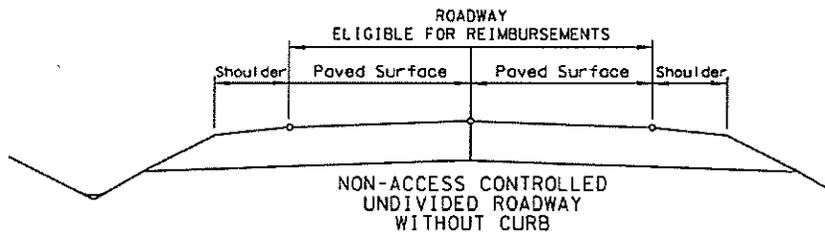


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

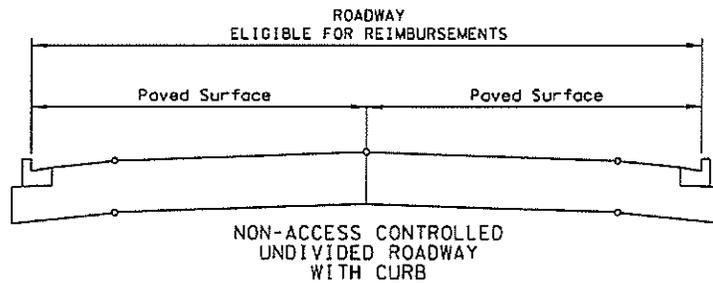


FIGURE 1D

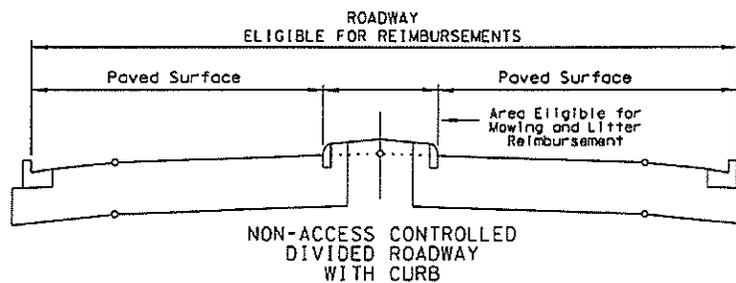


FIGURE 1E

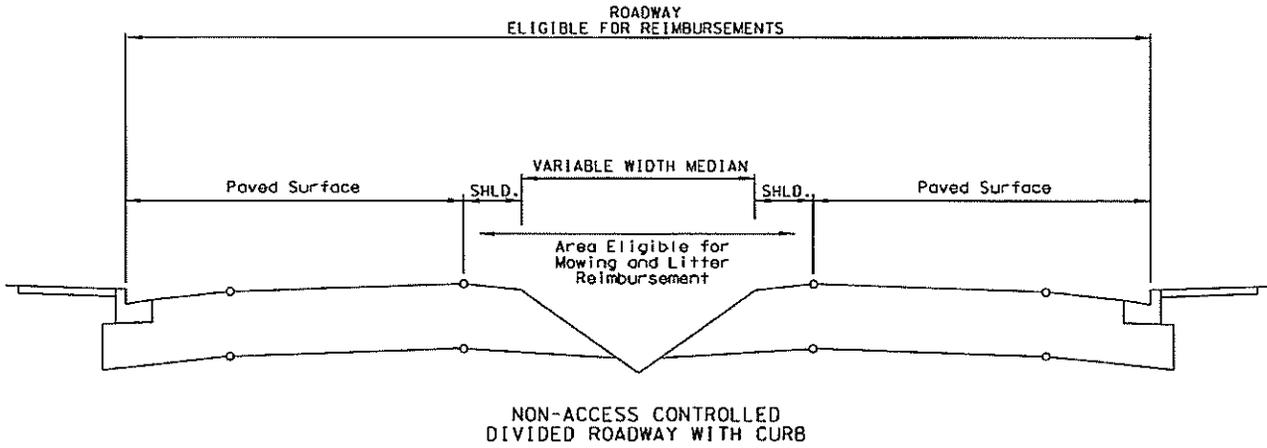


FIGURE 1F

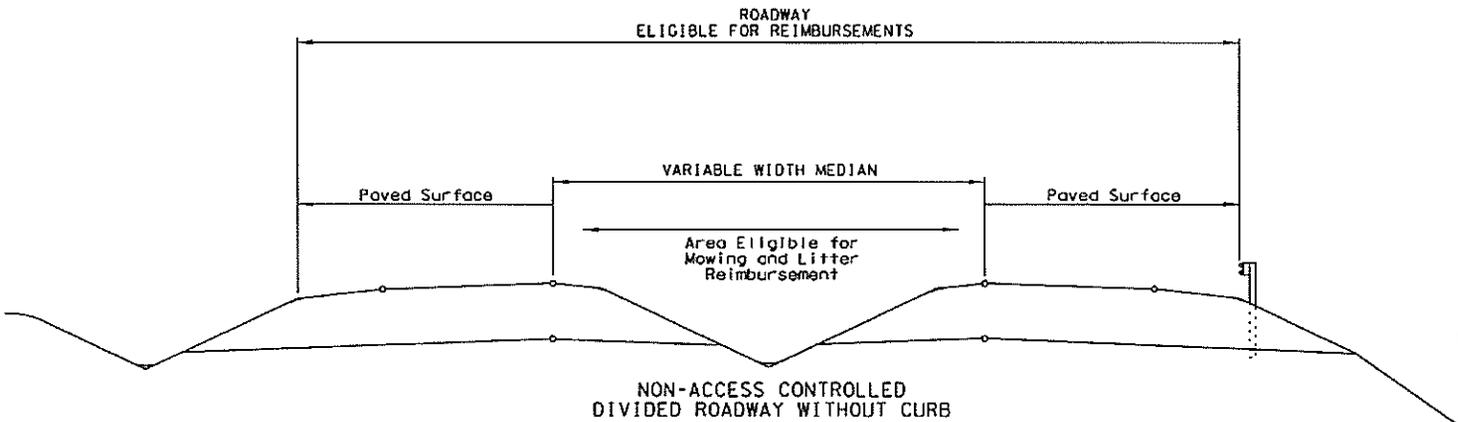


FIGURE 1G

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

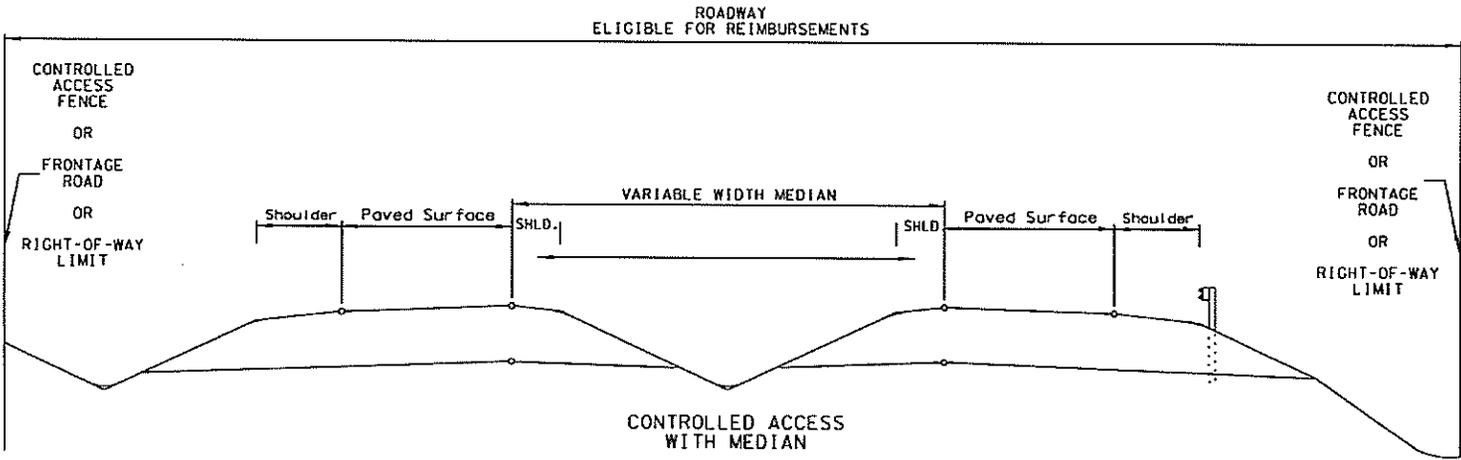


FIGURE 2A

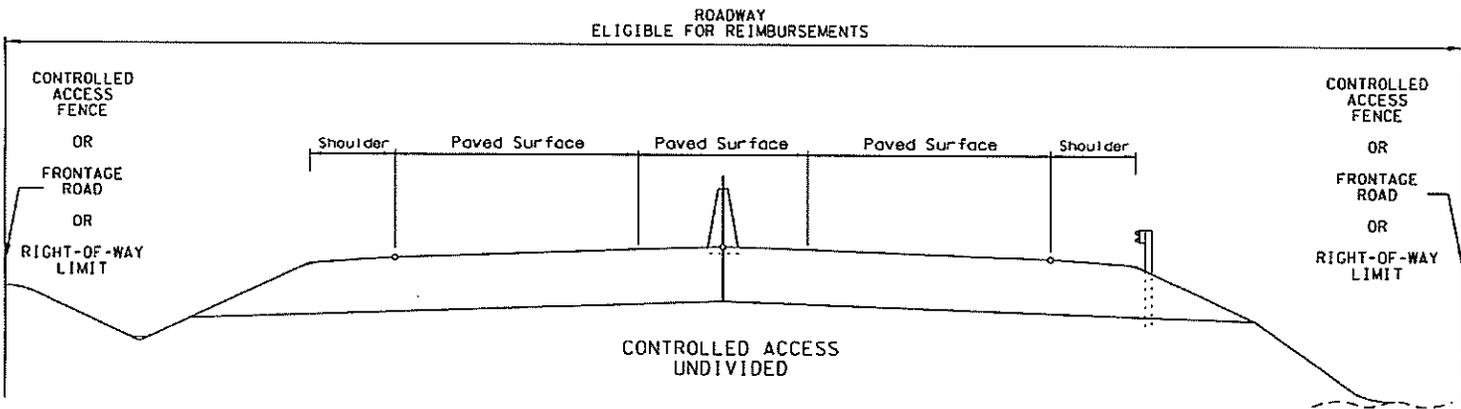


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2019-2020 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES

2019-2020 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"
 CITY OF OAK RIDGE
 MAXIMUM ALLOWABLE LABOR RATES
 (To be supplied by the City at this time)

Beginning July 1, 2019 and ending June 30, 2020

Job Title Classification	Low Rate	High Rate
Maintenance Tech I	\$12.06	\$16.27
Maintenance Tech II	\$12.90	\$17.41
Maintenance Tech III/Line Locator	\$13.80	\$18.63
Equipment Operator I	\$14.77	\$19.94
Equipment Operator II	\$15.95	\$21.53
Maintenance Specialist	\$18.78	\$25.35
Foreman (General, Street, Utilities)	\$20.28	\$27.38
Plumber/HVAC Tech	\$21.49	\$29.02
Temporary Laborer	\$10.25	\$18.00

Note: An overhead fee of 96% for fringe benefits and associated overhead will be applied to the above performance rates during the fiscal year for all employees other than Temporary Laborers.

RESOLUTION

A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65.

WHEREAS, the City of Oak Ridge has heretofore entered into one-year contracts with the State of Tennessee whereby the City performs and is reimbursed for maintenance on State highways located within the corporate city limits; and

WHEREAS, the State has proposed a contract for said maintenance activity for the period beginning July 1, 2019 through June 30, 2020 for a total reimbursement of \$151,282.65, which contract the City Manager recommends be approved.

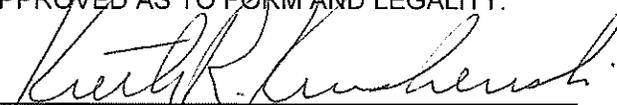
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance (including mowing and litter removal) of prescribed sections of State routes within Oak Ridge during the period of July 1, 2019 through June 30, 2020 for a total reimbursement of \$151,282.65, and for the considerations set out in said contract prepared by the State and presented to the City for execution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 24th day of May 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM

19-18

DATE: May 21, 2019

TO: Mark S. Watson, City Manager

THROUGH: Jack L. Suggs, Electric Director 

FROM: Lily I. Seabolt, Right of Way Specialist

SUBJECT: AWARD OF CONTRACT FOR TREE PRUNING, TREE REMOVAL AND BRUSH CONTROL ALONG POWER LINES

Introduction

An item for City Council's consideration is a resolution awarding a bid to Seelbach and Company, LLC, Lawrenceville, Georgia, not to exceed the amount of \$2,347,537.00 for tree pruning, tree removal and brush control for a two-year period. The contract contains provisions that allow it to be renewed up to an additional four years.

Funding

Funding is through the Electric Fund.

Background/Analysis/Review/Consideration

The City of Oak Ridge has used contractors for its electric system right of way vegetation management needs for many years. The selection of these contractors is based on two criteria: first, the demonstrated ability of the contractor to accomplish the work in a safe and workmanlike manner and second, the low cost of the bid.

In preparing for this year's bid, staff consulted with nationally known vegetation management specialists, Environmental Consultants, Inc (ECI). This company has no affiliation with any tree trimming contractor but only works as a third party for tasks such as specification design, right of way inspection and similar activities. Mr. J.M. Sparkman, Manager of Consulting Services with ECI, assisted with pre-bid qualification, the pre-bid conference, and eventual selection of the award of contract.

To establish a pool of potential bidders, the project was nationally advertised. Interested parties were provided a pre-qualification package. Eleven (11) contractors were identified and emailed directly with the pre-bid questionnaire, and 17 additional potential bidders were identified through the city's Vendor Registry that were sent the pre-bid package. The package contained a variety of questions and requirements concerning experience, safety and training programs, safety experience and other items.

Four bidders responded to the questionnaire by mail. All four of the potential bidders who submitted information were considered to be qualified to place bids, according to ECI. These companies were provided with bid packages and invited to participate in the bid process.

Of the four qualified bidders, three attended the mandatory pre-bid conference held on April 23, 2019. One contractor placed a bid that was then evaluated based on cost. The other two bidders submitted "no bid" documents, indicating that they could not provide a proposal at this time due to time constraints and current commitments, leaving Seelbach and Company as the sole bidder.

The bid documents divide the work into two components—"zone work" and "hourly work." Zone work is work performed for a fixed price that consists primarily of pruning all trees along electric circuits in one or the other of the two halves of the City. Hourly work is work performed at set rates for labor and equipment. It consists mainly of emergency work, danger tree removal, trimming trees for other departments, spraying rights of way and other specialty work such as ground cutting.

As indicated on the bid abstract, the total bid price is determined by adding up the costs of the zone work and an estimate of the cost of the hourly work based on values provided in the bid. The funding for the hourly portion of the contract is a projection, and will not be used unless required, but provides for 1.5 crews for the duration of the contract, which should meet projected maintenance and emergency needs for the City.

The bid as submitted is an increase from the 2013 bid of approximately 69.5%. Staff has evaluated this bid in relation to inflation and labor supply and finds it reasonable. The bid was also evaluated by ECI, who has recommended acceptance by the City, stating that the bid submitted by Seelbach and Company is reasonable, given today's labor market. Their evaluation of the bid is included with this package. As another point of clarity, when the City requested bids for this same contract in 2013, the only other bidder at that time, Nelson Tree, submitted a bid that was 15% higher in price than the 2019 bid from Seelbach and Company.

Seelbach has been the City's tree contractor since 1999. During that time, they have performed admirably, working with the Department's employees to ensure that trees are trimmed properly for their location, species and physical condition. They have also responded to emergency conditions with extra crews and have worked long hours to help us restore power when heavy tree damage has occurred.

Staff is confident that our pre-qualification program and bidding process were fair in that all bidders were given an opportunity to show themselves capable of meeting the needs of the City. Seelbach and Company fully qualified for the work.

Recommendation

Staff recommends approval of the attached resolution.

A handwritten signature in black ink, reading "Lily I. Seabolt", written over a horizontal line.

Lily I. Seabolt

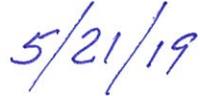
cc: Lyn Majeski, Accounting Division Manager

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.



Mark S. Watson



Date



May 13, 2019

Via E-mail

Mrs. Lily Seabolt
Right-of-Way Specialist
City of Oak Ridge Electric Department
P.O. Box 1
Oak Ridge, TN 37231
Phone: (865) 660-1592
Email: lseabolt@oakridgetn.gov

RE: Final bid submission review for FY2020-002

Dear Mrs. Seabolt:

Lakeside Environmental Consultants, LLC (d.b.a., Environmental Consultants, LLC, ECI) has completed its review of the bid spreadsheet documents as provided to ECI by the City of Oak Ridge Electric Department (CORED) on May 9th, 2019 for vegetation line clearing services for the two year term beginning July 1, 2019 and ending June 30, 2021.

This review covers the bid response submitted by Seelbach and Company, LLC headquartered in Lawrenceville, GA as the sole bidder to this RFP. ECI's review included a review of the submitted lump sum and hourly rates and provides a benchmark of costs to determine reasonability.

In evaluation of the bid spreadsheet, ECI noted a one dollar error in the bid sheet, which has been corrected.

Utilizing the lump sum costs provided, ECI calculated the total cost per mile for both distribution and transmission for benchmarking purposes. The calculated distribution cost per mile of \$2,808.06 (Table 1) included the summed costs for items 101a, 101d, 102a, and 102d. For comparison purposes the distribution mileage was counted only once (236.45 miles) since the items summed includes all worked performed to complete the entire circuit. Transmission cost per mile of \$7,543.30 (Table 1) includes items 101b, 101c, 102b, and 102c.

Figure 1 presents the Seelbach bid cost per mile for distribution and transmission as compared to 18 electric Cooperatives and Municipals average distribution cost per mile. The data suggests that the Seelbach submitted distribution costs is well below average costs. However, comparison of hourly rates in Table 2 indicate a higher than average hourly rates. Figure 2 builds a 2-Man 50' bucket crew for industry comparison.

Table 1. Lump Sum Submitted Costs and Cost/Mile Calculation.

Vendor	Item#	Equipment Cost	Labor Cost	Total Miles	Cost/Mile	
Seelbach	101a	\$150,674.00	\$279,822.00	430,496.00	97.84	\$2,860.00
	101b	\$10,001.00	\$18,574.00	28,575.00	9.50	\$1,955.16
	101c	\$15,960.00	\$29,640.00	45,600.00	9.50	\$3,120.00
	101d	\$4,305.00	\$7,995.00	12,300.00	21.32	\$375.00
	101e	\$1,356.00	\$2,519.00	3,875.00	n/a	
				\$520,846.00		
Seelbach	102a	\$193,918.00	\$360,132.00	554,050.00	138.61	\$2,598.17
	102b	\$9,625.00	\$17,875.00	27,500.00	9.30	\$1,922.04
	102c	\$40,775.00	\$75,725.00	116,500.00	9.30	\$8,142.47
	102d	\$8,624.00	\$16,016.00	24,640.00	36.95	\$433.45
	102e	\$1,400.00	\$2,600.00	4,000.00	n/a	
				\$726,690.00		
Total Firm Price for ALL Zone Work (Items 101 and 102):				\$1,247,536.00		

Total Dist. Cost	Total Dist. Miles	Cost/Mile	Total Trans. Cost	Total Trans. Miles	Cost/Mile
\$663,965.00	236.45	\$2,808.06	\$141,814.00	18.80	\$7,543.30

*excludes mowing miles

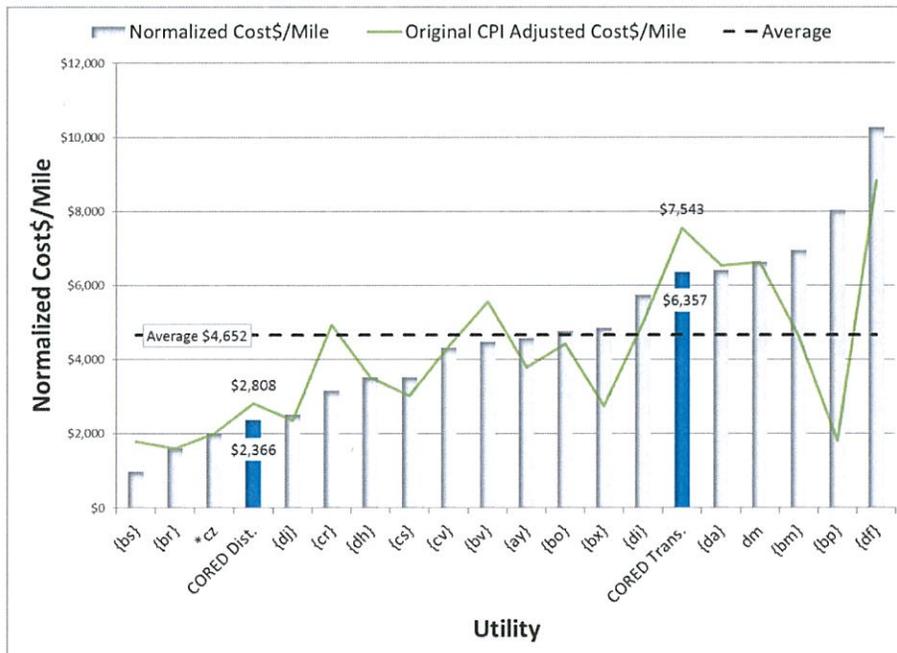


Figure 1. CORED Distribution and Transmission Cost Per Mile Compared to 18 Electric Coops and Municipals (Normalized for Local Labor Rates and Accessibility, Adjusted for CPI).

Table 2. Hourly Rates and Bucket Crew Buildup for Utility Comparison.

Vendor	Item#	Item Number	Description	Price
Seelbach	200	201	Supervisor/General Foreman	\$46.25
		202	Crew Leader	\$37.00
		203	Trimmer	\$33.30
		204	Ground Worker	\$27.75
		205	Sprayer Operator	\$37.00
		206	Truck, hydraulic chip box, with tools	\$14.00
		207	Brush chipper	\$8.50
		208	50-55 foot bucket truck, no chip box, with tools including hydraulic tools	\$24.00
		209	50-55 foot bucket truck, hydraulic chip box, with tools including hydraulic tools	\$24.00
		210	75 foot bucket truck, no chip box, with tools including hydraulic tools	\$32.00
		211	90 foot bucket truck, no chip box, with tools including hydraulic tools	\$200.00
		212	Sprayer unit*, four wheel drive, high pressure, includes all hoses and guns, tanks, etc.	\$36.00
		213	Sprayer Unit, Skid Type mounted in Pickup Bed, high pressure, includes all hoses and guns, tanks, e	\$18.50
		214	ATV Sprayer Unit, with spray boom with tank and pump	\$27.00
		215	Mechanical side pruning equipment, standard reach (Jarraff Type Unit)	\$90.00

216	Mechanical side pruning equipment, 90 foot reach (Jarraf Type Unit)	n/a
217	Crane with Operator	Cost + 10%
218	Water pump for fill tank, 5,500 gallons/hour capacity	\$30.00
219	Brush Cutter/Mower, Medium 4x2 drive, with operator (Brushhog Type)	\$48.00
220	Brush Cutter/Mower, Large 4x4 drive, with operator (Brushhog Type)	\$63.00
221	Log truck with operator	\$82.00
222	Bulldozer, small, with operator	Cost + 10%
223	Bulldozer, medium, with operator	Cost + 10%
224	Bulldozer, large, with operator	Cost + 10%
225	Bulldozer with hydraulic mower, with operator	Cost + 10%
226	Rubber tracked land clearing/mulching machine, 50 HP, with operator	\$75.00
227	Rubber tracked land clearing/mulching machine, 100 HP with operator	\$130.00
228	Large 4x4 All-Terrain Ground Brush Cutter (Kershaw/Kendal Kutter/Hydroaxe Type)	\$90.00
229	Garlon ® 3A***, foliar application, per gallon of spray mix	\$5.90
230	Garlon ® 4***, foliar application, per gallon of spray mix	\$5.90

231	Krenite® and Arsenal®***, foliar application, per gallon of spray mix	\$5.90
232	Garlon® 4**, 20% solution, basal/stump application per gallon of spray mix	\$50.00
233	Chainsaws**, see note below	\$1.50
234	Leaf Blower****, see note below	\$1.50

Multiplier Rate for labor hours in excess of 40 hours per week:	1.5
Multiplier Rate for labor hours worked on:	
Saturdays:	1.5
Sundays:	2.0
Holidays:	2.0

Standard Bucket Cost for Comparison: \$105.80

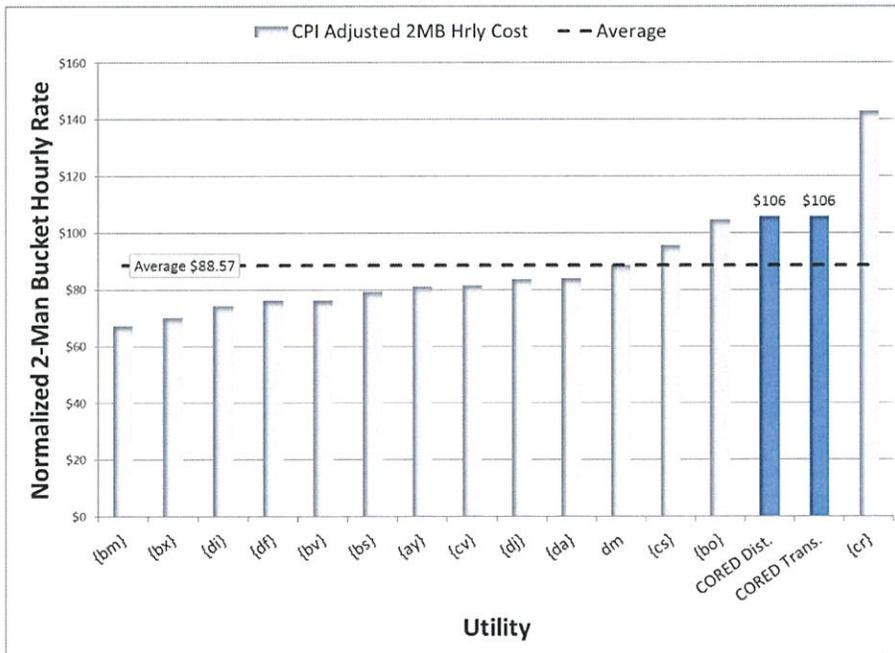


Figure 2. Seelbach Average Cost Per 2-Man Bucket Crew as Compared to 14 Electric Coops and Municipals.

It is ECI's determination that the distribution cost per mile is well within industry averages, however, the low cost per mile can mainly be attributed to increased crew production due to the short two-year cycle at CORED. Transmission costs per mile data is limited however, in review of available data in neighboring states, which averaged \$23,500.00 per mile for 69 kV, the Seelbach submitted average transmission cost per mile of \$7,543.30 appears reasonable.

Hourly rates are ten percent or higher than most Cooperatives and Municipals reviewed, however, local labor costs and economies of scale factor into the lower labor and equipment costs at those utilities. It is ECI's opinion that the labor and equipment rates submitted by Seelbach are reasonable.

ECI also compared the 2019 bid rates submitted by Seelbach to their bids submitted in 2013-2015 (only available contract document provided by CORED). After adjusting for CPI, it shows that the 2019 rates increased on average by 48 percent for labor, equipment, and herbicides. Even with this increase, ECI feels that the 2019 bid submissions are reasonable when compared to today's market with limited resources and lack of competitive bids in which to validate. Lump-sum costs increased by 136 percent for distribution and 318 percent for transmission cost per mile between these same two time periods. These cost increases are a little more concerning, however, CORED made it clear in the pre-bid meeting for this contract that vendor accountability for work quality and adherence to CORED specifications will be heightened. As mentioned previously, since the cost per miles appear to be well within industry norms, the cost increases appear reasonable.

Provided that Seelbach corrects the error in the labor costs for item 102a, and that their submission met all other CORED contract criteria as outlined in the bid process (submitted by required date, etc.), ECI's recommendation would be to move forward with the award to Seelbach.

Best Regards,

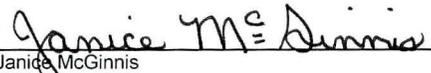


J. M. Sparkman, Jr.
Manager, Consulting Services

**CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids**

FY2020-002

OPENING DATE: May 9, 2019 2:00 P.M.

FOR --- Vegetation Management		BIDDER: Seelbach and Company, LLC 400 Farmer Court Lawrenceville, GA 30046		BIDDER:		BIDDER:		BIDDER:	
DESCRIPTION	ITEM	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES FOR VEGETATION MANAGEMENT PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE ELECTRIC DEPARTMENT									
ITEM 100 - ZONE BASIS - LUMP SUM									
TOTAL for Item 101 (FY20)	101		\$ 520,846.00						
TOTAL for Item 102 (FY21)	102		\$ 726,691.00						
ITEM 200 - PROJECTED HOURLY REQUIREMENTS NOT-TO-EXCEED FY20 AND FY21	200		\$ 1,100,000.00						
TOTAL PRICE for Two Year Contract			\$ 2,347,537.00	\$	-	\$	-	\$	-
TERMS		NET 30							
DELIVERY		PER CONTRACT							
F.O.B.		JOBSITE							
VIA		CONTRACTOR							
OTHER BIDDERS CONTACTED: See Bid Process Form						BIDS OPENED AND RECORDED BY---			
						 Lyn Majeski Purchasing Manager			
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:			BIDS REVIEWED BY---			
ONLY BID RECEIVED		<input checked="" type="checkbox"/>	Seelbach and Company, LLC			 Janice McGinnis Finance Director			
LOW PRICE		<input type="checkbox"/>	400 Farmer Court						
BETTER OR REQUIRED DESIGN		<input type="checkbox"/>	Lawrenceville, GA 30046						
EARLY DELIVERY		<input type="checkbox"/>							
LOWEST TOTAL COST		<input type="checkbox"/>							

BID PROCESS FORM

BID NAME FY2020-002 **DESCRIPTION** Vegetation Management

CITY COUNCIL MEETING May 24, 2019

BIDDERS CONTACTED (CONTACT INFORMATION)

<u>Company</u>	<u>Name</u>	<u>Address</u>	<u>City, State ZIP</u>	<u>Phone</u>	<u>Email</u>	<u>Contacted Via</u>
Seelbach and Company, LLC	Robert Williams	400 Farmer Court	Lawrenceville, GA 30046	770-962-3535	rwilliams@wakendall.com	[e-mail]
Wolf Tree, Inc.		3310 Greenway Drive	Knoxville, TN 37918	865-687-3400	info@wolftreeinc.com	[e-mail]
Wright Tree Service	Lori Russell-Jones	5930 Grand Avenue	West Des Moines, Iowa 50266	515-271-1198	contractadmin@wrighttree.com	[e-mail]
Trees, Inc.		650 North Sam Houston Parkway East	Houston, TX 77060	281-447-1327	info@trees-llc.com	[e-mail]
Townsend Tree Service	Beth Henry	1015 West Jackson Street	Muncie, IN 47305	800-428-8128	bhenry@thetownsendcorp.com	[e-mail]
Asplundh Tree Expert Company		708 Blair Mill Road	Willow Grove, PA 19090	800-248-8733	pvisco@asplundh.com municipal@asplundh.com	[e-mail] [e-mail]
Lewis Tree Service	Lori Petrilli	300 Lucius Gordon Drive	West Henrietta, NY 14586	585-571-1216	lori.petrilli@lewistree.com	[e-mail]
ABC Professional Tree Services	Yvonne Garza	201 Flint Ridge Road Suite 201	Webster, TX 77598	832-964-5425	ygarza@abctree.com	[e-mail]
The Davey Tree Expert Company	Kevin Bauer	531 Woodcrest Avenue	Nashville, TN 37910	615-800-4977	kevin.bauer@davey.com	[e-mail]
Nelson Tree Service, Inc.		3300 Office Park Drive	Dayton, OH	937-294-1313	jeff@nelsontree.com	[e-mail]

BIDDERS WHO CONTACTED THE CITY AFTER ADVERTISED (CONTACT INFORMATION)

BIDS RECEIVED

Seelbach and Company, LLC

ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 56 days, including the Pre-Qualification period.

RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2020-002) TO SEELBACH AND COMPANY, LLC, LAWRENCEVILLE, GEORGIA, TO TREE PRUNING, TREE REMOVAL, AND BRUSH CONTROL SERVICES FOR FISCAL YEAR 2020 AND FISCAL YEAR 2021 IN AN AMOUNT NOT TO EXCEED \$2,347,537.00.

WHEREAS, the current contract for tree pruning, tree removal, and brush control services expires June 30, 2019, therefore, the City issued an invitation to bid for the furnishing of all labor, tools, materials, equipment, and supplies necessary for said services; and

WHEREAS, bids were received and publicly opened on May 9, 2019, with Seelbach and Company, LLC, Lawrenceville, Georgia, submitting the sole bid; and

WHEREAS, the submitted bid has been reviewed by staff and by an independent private consultant, both concluding that the bid amounts are reasonable and competitive in nature; and

WHEREAS, Seelbach and Company, LLC, has been the City's provider for these services since 1999; and

WHEREAS, the City Manager recommends the bid be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to Seelbach and Company, LLC, 400 Farmer Court, Lawrenceville, Georgia 30046, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the furnishing of tree pruning, tree removal, and brush control services; said award in strict accordance with Contract FY2020-002, the required specifications, and the bid as publicly opened on May 9, 2019, and in an amount not to exceed \$2,347,536.00.

BE IT FURTHER RESOLVED that the contract is for an initial term of two years (July 1, 2019 through June 30, 2021) with the City having the option to renew for up to two (2) additional two-year terms and upon each renewal, if exercised, the contract amount will be adjusted based on the Consumer Price Index.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to renew the contract if services are satisfactory and budgeted funds are available.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 24th day of May 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**RECREATION & PARKS MEMORANDUM
19-05**

DATE: May 10, 2019
TO: Mark S. Watson, City Manager
FROM: Jonathan Hetrick, Recreation and Parks Director
SUBJECT: TDOT CONSULTANT SELECTION POLICY ADOPTION

Introduction

An item for City council's consideration is a resolution adopting the Tennessee Department of Transportation's (TDOT) Consultant Selection Policy for the Oak Ridge Gateway Project. Pursuant to Chapter 1, section 1.6 of TDOT's Local Government Guidelines Manual, when a local government uses any federal or state funds for a project, that local government must formally adopt, through Board or Council, TDOT's Consultant Selection Policy prior to issuing a Request for Qualifications. City Council previously approved Resolution 9-105-2017 on September 11, 2017, adopting the TDOT Consultant Selection Policy for the Rails to Trails Project.

Funding

No funding is necessary to adopt this policy.

Background

On February 11, 2019, City Council adopted Resolution 2-12-2019 approving a contract with the Tennessee Department of Transportation (TDOT) for the construction of a new gateway monument entryway into the City on S. Illinois Avenue (Hwy. 62) in the vicinity of the Bethel Valley Rd. split. The City has since received Notice to Proceed with the Preliminary Engineering-NEPA phase from TDOT, which allows the City to initiate the process of selecting a consultant for design, engineering and environmental clearance for the project.

TDOT's Consultant Selection Policy requires a "Competitive Negotiation" method of procurement for engineering-related services. These contracts use qualification-based selection procedures 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.

The Policy also requires the establishment of a Consultant Evaluation Committee 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. All firms, including any public or private universities, must have a current prequalification status which can be found on the TDOT's website.

Review

TDOT's Consultant Selection Policy requires that professional services are procured based on the consultant's work experience in the required discipline, specialized expertise, professional licensure, staff capabilities, technical approach, local presence, etc. Since price is not used as a factor in the evaluation and selection phases, a qualifications-based selection procedure is ensured.

The policy was reviewed and discussed by the Oak Ridge Planning Commission and recommended for approval to City Council by a unanimous vote during the regularly scheduled meeting on August 17, 2017.

Recommendation

Staff recommends approval of the accompanying Resolution as submitted.


Jonathan W. Hetrick

Attachment(s): Oak Ridge Gateway Project Drawing
 Tennessee Department of Transportation's(TDOT) Consultant Selection Policy
 Resolution

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.



Mark S. Watson



Date



OAK RIDGE GATEWAY PROJECT



RESOLUTION

A RESOLUTION APPROVING THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION'S CONSULTANT SELECTION POLICY FOR THE OAK RIDGE GATEWAY PROJECT.

WHEREAS, by Resolution 2-12-2019, City Council approved an agreement with the State of Tennessee Department of Transportation (TDOT) for the Oak Ridge Gateway Project for a \$500,000.00 direct appropriation grant; and

WHEREAS, as prerequisite to issuing the Request for Qualifications for this project, the City must adopt TDOT's Consultant Selection Policy; and

WHEREAS, TDOT's Consultant Selection Policy requires a competitive negotiation process which ensures a qualifications-based selection process and not a price-based selection process; and

WHEREAS, City Council has previously approved TDOT's Consultant Selection Policy by Resolution 9-105-2017 for the Rails to Trails Project; and

WHEREAS, the policy has not changed, however, TDOT requires the approval to be project specific; and

WHEREAS, the City Manager recommends approval TDOT's Consultant Selection Policy for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City hereby adopts the attached State of Tennessee Department of Transportation (TDOT) Consultant Selection Policy for all phases of the Oak Ridge Gateway Project.

This the 24th day of May 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

CITY OF OAK RIDGE, TN

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 Oak Ridge, TN , 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 re-opened. 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

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>SMALL projects</p> <ul style="list-style-type: none"> • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • Transportation Alternatives • intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • resurfacing • striping • signing • guardrail installation • signalization • some bridge replacement projects (under one acre of disturbance) • non-construction/service contracts (as listed in Chapter 10 of the LGG) • low-risk and exempt ITS 	<ul style="list-style-type: none"> • Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
<p>MID-RANGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • roadway widening • realignment of existing roadway • signalization projects with the addition of turn lanes • intersection improvements with significant ROW (over one acre of disturbance) • bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • high-risk ITS 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.
<p>LARGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • construction of new facilities • widening of existing roadways • realignment of existing roadways that require significant land acquisition (over 10 acres) • environmental clearances that require an EIS 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.

ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: _____
AGENCY HEAD DATE