

CITY OF WHITE HOUSE
Agenda
Board of Mayor and Alderman Meeting
January 17, 2013
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer / Pledge
3. Roll Call
4. Adoption of the Agenda
5. Approval of Minutes of the December 17, 2012 meeting.
6. Welcome Visitors
7. Public Hearings
 - a. None
8. Communication from Mayor, Aldermen, and City Administrator
9. Acknowledge Reports

A. General Government	E. Wastewater	H. Library
B. Police	F. Planning and Codes	I. Court Clerk
C. Fire	G. Parks	J. Monthly Financial Summary
D. Public Works		
10. Consideration of the Following Resolutions:
 - a. **Resolution 13-01:** A resolution amending the schedule of fees for Hillcrest Municipal Cemetery.
11. Consideration of the Following Ordinances:
 - a. None
12. Finance
 - a. To approve or reject the professional services agreement with McGill Associates, P.A. The Public Works Director recommends approval.
 - b. To approve or reject McGill Associates, P.A.'s Task Order #1 for general services for the wastewater division. The Public Works Director recommends approval.
 - c. To approve or reject McGill Associates, P.A.'s Task Order #2 for engineering services for the Treatment Plant Expansion Project for the wastewater division. The Public Works Director recommends approval.
13. Discussion Items
 - a. None
14. Other Business
 - a. None
15. Adjournment

CITY OF WHITE HOUSE
Minutes
Board of Mayor and Alderman Meeting
December 17, 2012
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm by Mayor Arnold.

2. Prayer / Pledge

Prayer and Pledge to the American Flag was led by Ald. Bibb.

3. Roll Call

Ald. Bibb - Present; Ald. Decker - Present; Ald. Hutson - Present; Ald. Paltzik - Present; Mayor Arnold - Present; **Quorum - Present**

4. Adoption of the Agenda

Motion was made by Ald. Paltzik, second by Ald. Hutson to adopt the agenda. A voice vote was called for with all members voting aye. **Motion passed.**

5. Approval of Minutes of the November 15, 2012 meeting.

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve the minutes. A voice vote was called for with all members voting aye. **Motion passed.**

6. Welcome Visitors

Mayor Arnold welcomed all visitors.

7. Public Hearings

- a. None

8. Communication from Mayor, Aldermen, and City Administrator

Ald. Paltzik commended everyone involved on the success of the Holiday Extravaganza.

City Administrator Gerald Herman announced that an annual employee holiday luncheon was scheduled for Thursday, December 20th at 11:30 am.

City Administrator Gerald Herman reminded the Board of the scheduled study session on Wednesday, December 19th at 4:00 pm to discuss the plans for the new library.

City Administrator Gerald Herman provided an update regarding the Hwy 31W bicycle/pedestrian project.

City Administrator Gerald Herman discussed the recent review of engineering proposals for the Hwy 31W bicycle/pedestrian project.

City Administrator Gerald Herman provided an update regarding the MPO's Transportation Improvement Program for the 2014-2017 call for programs.

City Administrator Gerald Herman provided an update regarding the status of the 123 Calista Road project.

City Administrator Gerald Herman discussed the recent study sessions for Roberson County E911.

City Administrator Gerald Herman provided an update regarding the replacement of the high mast lights at the I-65 / SR76 intersection.

City Administrator Gerald Herman announced that our SAFER grant request for a ladder truck has moved to the peer review stage.

City Administrator Gerald Herman announced that a preconstruction briefing was scheduled for Wednesday, December 19th with Public Works personnel and McGill Associates to discuss the control panel North Palmers pumping station upgrade project.

City Administrator Gerald Herman discussed the recent Industrial Development Board meeting.

City Administrator Gerald Herman introduced the new Planning and Codes Director, Reed Hillen.

9. Acknowledge Reports

- | | | |
|-----------------------|-----------------------|------------------------------|
| A. General Government | E. Wastewater | H. Library |
| B. Police | F. Planning and Codes | I. Court Clerk |
| C. Fire | G. Parks | J. Monthly Financial Summary |
| D. Public Works | | |

Motion was made by Ald. Bibb, second by Ald. Paltzik to acknowledge reports and order them filed. A voice vote was called for with all members voting aye. **Motion passed.**

10. Consideration of the Following Resolutions:

- a. **Resolution 12-20** - A resolution establishing a revised schedule of baseball and softball field reservation fees for tournaments for Parks and Recreation.

Motion was made by Ald. Bibb, second by Ald. Hutson to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- b. **Resolution 12-21** - A resolution authorizing construction of new library facilities on City Hall property, 105 College Street, White House, TN 37188.

Motion was made by Ald. Paltzik, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- c. **Resolution 12-22** - A resolution authorizing funds for construction of new library facilities on City Hall property, 105 College Street, White House, TN 37188.

Motion was made by Ald. Bibb, second by Ald. Paltzik to approve. A voice vote was called for with all members voting aye. **Motion passed.**

11. Consideration of the Following Ordinances:

- a. None.

12. Finance

- a. To approve or reject CSR Engineering's bid for engineering services of \$112,900 for Highway 31W/SR 41 Bicycle/Pedestrian project. The City Administrator recommends approval.

Motion was made by Ald. Bibb, second by Ald. Paltizk to approve. A voice vote was called for with all members voting aye. **Motion passed.**

- b. To approve or reject a contract with the State of Tennessee Department of Transportation for SR-41 (Highway 31W) bicycle/pedestrian project. The City Administrator recommends approval.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Motion passed.**

13. Discussion Items

- a. None

14. Other Information

- a. None

15. Adjournment

Meeting was adjourned at 7:34 pm.

ATTEST:

Michael Arnold, Mayor

Amanda Priest, City Recorder

REPORTS....

**General Government Department
November 2012**

Administration

City Administrator Gerald Herman attended the following meetings for Administration this month:

- **December 4**
 - TML District 5 Meeting
 - Robertson County Growth Plan Meeting
- **December 5** - Metropolitan Planning Organization Technical Coordinating Committee Meeting
- **December 6** - White House Inn Library Christmas Open House
- **December 10** - Planning Commission Meeting
- **December 12**
 - Metropolitan Planning Organization Meeting
 - Regional Transportation Authority Meeting
 - Greater Nashville Regional Council Meeting
- **December 13** - Industrial Development Board Meeting
- **December 17** - Board of Mayor and Aldermen Meeting
- **December 18** - Chamber of Commerce Luncheon
- **December 19** - Library Design Study Session
- **December 20** - Employee Holiday Luncheon

Website Management

	Update Requests	Page Visits
July	31	85,214
August	49	63,924
September	32	82,694
October	24	113,317
November	21	121,011
December	22	98,573
FY 12-13	179	564,733

Facebook Management

	New Likes	Number of Posts
July	19	5
August	13	3
September	14	4
October	17	4
November	18	10
FY 12 - 13	81	26
December	17	6
FY 11 - 12	244	73

Twitter Management

	Total Number of Followers	Number of Tweets
July	223	5
August	227	1
September	237	2
October	237	4
November	239	10
December	245	6
FY 12-13	N/A	28

**Finance Department
December 2012**

Finance Section

December marked our first full month of tax collections since the bills were late going out. At the close of December, 26% of the tax base has been collected, leaving 74% outstanding. This puts us 9% behind where we were at this time last year, and 20% behind where we were the year before. I do not however, think that this is indicative of a collections problem overall. I think we are simply suffering from the County and States delays to the billing process over the last two years. I will continue to update you each month, and I suspect that January will begin to close this gap.

The Finance Director attended the Library study session on December 19th to stay apprised of the developments and direction in regard to the possibility of the new library. The Utility Billing Specialist is currently on medical leave, with the last day worked on December 31st. The Finance Department is covering this workload with existing staff; however we do plan to receive some assistance from the Wastewater and Public Works secretaries during the leave period which will likely carry through March. The Utility Accounting Clerk will be performing the primary functions of both jobs during the leave period.

Performance Measures

Major Fund Balances

Fund	Cash Balance	Investment Account Balance
General Fund	\$1,185,674.91	\$3,083,927.47
Sanitation	\$94,867.89	\$540,566.41
Wastewater	\$1,139,909.12*	\$1,065,404.33

- All Fund Balances are bank balances reported as of January 8, 2012.
- *The Wastewater Fund balance should be reduced by a significant Due To balance for the Sanitation Fund at \$228,964.53.

Payroll

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments	Number of Void Checks
2 regular 1 special (Longevity)	45 paper checks 190 direct deposits	0 Retroactive Adjustments	0 Voids

Accounts Payable

	December	FY	Last December	Last FY
Total Invoices Processed	224	1,900	234	2,002

Call and Counter Logs

	Finance	Admin	Planning /Codes	HR	Parks	Police	Public Works	Waste Water	Gen City Info	Gen Non-City Info	County Info	Total
Calls	240	6	20	8	20	2	36	106	16	4	11	469
Customers	89	4	4	7	4	0	32	512	3	0	16	671

Finance	Accounts Payable	Business License	Property Tax	Court	Purchasing	Finance Directors Office	Total
Calls	5	4	105	74	52	0	240
Customers	0	2	41	42	4	0	89

**Finance Department
December 2012**

Purchase Orders

Codes	1	\$37.72	Court	0	\$0.00
Fire	17	\$6,942.83	Library	2	\$2,784.90
Police	9	\$5,180.13	Waste Water	23	\$22,098.02
Human Resources	2	\$273.57	Public Works	7	\$4,547.45
Engineering	0	\$0.00	Sanitation	3	\$5,060.66
Administration	3	\$1,378.60	Parks	18	\$22,528.79
Finance	1	\$43.07	Bldg. Maintenance	3	\$707.17
			Cemetery	4	\$1,888.16
Total	93	\$73,471.07	Void	9	

	Number of PO's	Value of PO's
Purchase Orders \$0 - \$999	89	\$42,636.07
Purchase Orders \$1000 - \$9999	3	\$10,835.00
Purchase Orders Over \$10,000	1	\$20,000.00
Total	93	\$73,471.07

Emergency Purchase Orders – December

Number	Vendor	Items	Amount	Nature of Emergency	Department
18262E	Tracy Langston Ford	Repair front wheel damage	\$221.95	Front caster loose on new Super Duty truck with crane, not covered by warranty.	Wastewater
18163E	Quality Mobile	PTO pump and parts	\$3,600.00	Brush Truck broke down on road.	Sanitation

Business License Activity – December

Opened	2
Closed	0

Delinquency Rate: 58%

Cumulative Information

Class	Total Licenses	Delinquencies
1	42	25
2	135	71
3	243	135
4	193	120
Total	613	351

**Finance Department
December 2012**

Description	Total Charges	Description	Total Charges
Child Restraint 4-15 (1 st Offense)	2	Open Container Law	1
Child Restraint-under 4	0	Parking Violation	0
Anti-Noise Regulations	0	Vehicle Registration Law	14
Texting While Driving	0	Seat Belt Violation -- 18 and Older	8
Failure to Yield Right of Way	0	Speeding	66
Financial Responsibility Law	59	Careless Driving	0
Following Too Closely	1	Disobedience to Traffic Control Device	4
Motor Vehicle Requirements/Misc.	3	One Way Street	0
Improper Passing	1	Drivers License Law	2
Drivers Exercise Due Care	12	Turn to Avoid Signal	0
Codes Violations/Animal Control	0	Improper Backing	0
Stop Signs	3	Move Over Law	0
		Total	176

Municipal Court -- Case Disposition

Disposition	Total
Ticket Paid in Full -- Prior to Court	32
Guilty as Charged	11
Dismissal	7
Dismissed upon presentation of insurance	50
Not Guilty	0
Dismissed to Traffic School	11
Dismissed with Costs and Fines	38
Dismissed with Costs	24
Dismissed with Fines	3
Case Transferred to County	0
Dismissed with Public Service	0
Total	176

Wastewater Billing

New Service Connections: 2
 Applications: 25
 Late Penalties Applied: \$7,184.03
 Adjustments: *
 Number of Reconnect Fees Paid: *
 Non-Payment Cut-Offs: *

*Information was not available at the time of the report.

**Human Resources Department
December 2012**

- Police Officer Recruitment & Testing
- Planning & Codes Director Recruitment
- FireFighter/First Responder Recruitment (2) Positions- Full & Part-Time
- Facilitated United Way Employee Campaign
- Processed (1) FMLA Request
- Processed Employee Longevity Awards
- Launched 2013 City Wide Safety Training Program: Target Solutions
- Renewed TN Personnel Management Association Membership

Injury Reports: (2) reports, December, 2012, compared to (0) December, 2011 reports

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	0
August	1	2	1
September	1	0	3
October	0	1	2
November	1	1	0
December	2	0	0

	2012-2013	2011 - 2012	2010 - 2011
January		0	2
February		0	3
March		0	0
April		3	0
May		0	0
June		0	1
Total	5	7	12

Property/Vehicle Damage Reports: (1) report, December, 2012 compared to (2) reports, December, 2011

	2012-2013	2011 - 2012	2010 - 2011
July	0	0	1
August	1	0	0
September	0	0	0
October	1	1	0
November	1	0	0
December	1	2	0

	2012-2013	2011 - 2012	2010 - 2011
January		0	2
February		3	0
March		0	0
April		1	0
May		0	0
June		0	0
Total	4	7	3

City Wide Turnover: (0) terminations December, 2012 compared to (2) terms December, 2011

	2012-2013	2011 - 2012	2010 - 2011
July	0.0%	0.0%	0.9%
August	1.0%	0.0%	0.9%
September	1.0%	0.0%	0.9%
October	1.0%	1.0%	0.0%
November	1.0%	2.0%	0.9%
December	0.0%	2.0%	0.9%

	2012-2013	2011 - 2012	2010 - 2011
January		1.0%	0.9%
February		2.0%	0.0%
March		1.0%	1.0%
April		1.0%	1.0%
May		1.0%	1.1%
June		1.0%	0.0%
Total	4.0%	12.0%	9.3%

**Police Department
December 2012**

Highlights:

- Ofc. Andrew Towers and Ofc. Andrew McGregor graduated from the Tennessee Law Enforcement Training Academy on December 20th. Both are currently in Field Training for the next 8-12 weeks. Ofc. Andrew Towers was awarded the highest score in Firearms for his Academy graduating class.
- GHSO meeting was held on December 3rd. The Middle Tennessee Network Coordinator's Choice award was given out. Sgt. Joel Brisson was the recipient of this award.

Meetings/Civic Organizations

- *Chief Brady attended the following meetings in December:* Christmas Extravaganza (Dec. 1st), Tennessee Association of Chief's of Police (Dec. 5th & 6th), Robertson County Chief's Meeting (Dec. 11th), Board of Mayor and Alderman Meeting (Dec. 17th), Robertson County 911 Board Meeting (Dec. 18th), and Tennessee Law Enforcement Graduation Ceremony (Dec. 20th).
- *Captain Mingledorff attended the following meetings in December:* Rotary Club (Dec. 13th and 27th) and Chamber of Commerce (Dec. 18th).
- *Captain Ring attended the following meeting in December:* Tennessee Law Enforcement Graduation Ceremony (Dec. 20th).

Police Department Administration Performance Measurements

1. *Achieve accreditation from the Tennessee Law Enforcement Accreditation program by June 3, 2013.* The accreditation process has 152 professional standards that need to be met. Policy and procedures need to be written and proofs shown for each standard prior to approval by an assessor. Forty-three (43) files have been approved by an assessor. Seventeen (17) files are ready to be checked and eleven (11) files are being worked on. They should be complete when Susan Johnson, Records Clerk, meets with Det. Leonard later this month for approval of the files.
2. *Our department training goal is that each police employee receives 40 hours of in-service training each year.* The White House Police Department has 23 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 880 hours of training per calendar year.

Month	Admin	Patrol	Support Services	Total
January	0	0	24	24
February	0	16	0	16
March	0	8	0	8
April	0	96	40	136
May	12.5	152	24	188.5
June	2	268	44	312
July	0	212	32	244
August	0	48	0	48
September	16	80	16	112
October	24	262	0	286
November	0	488	0	464
December	0	120	0	120
Grand Total	52.5	1,750	180	1,958.5

Patrol Division Performance Measurements

1. *Maintain or reduce the number of patrol shifts staffed by only two officers at the two year average of 354 shifts during the Fiscal Year 2012-2013. (There are 730 Patrol Shifts each year.)*

Number of Officers on Shift	December 2012	FY 2012-2013
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Police Department
December 2012

Two (2) Officers per Shift	48	322
Three (3) Officers per Shift	14	46

2. *Acquire and place into service two Police Patrol Vehicles.* The new Ford Interceptors were received, stripped, equipment installed and placed into service the first of December. **Complete.**
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2012-2013.* Fall Compliance checks took place on December 6th. Two vendors failed: Conley's Restaurant and Plainview BP.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 82 per 1,000 population during the calendar year of 2012.*

Group A Offenses	December 2012	Per 1,000 Pop	Total 2012	Per 1,000 Pop
<i>Serious Crime Reported</i>				
Crimes Against Persons	14	1	180	18
Crimes Against Property	34	3	403	39
Crimes Against Society	13	1	137	13
Total	61	6	720	70
Arrests	44		512	

**U.S. Census Estimate 2010 -- 10,255*

5. *Maintain a traffic collision rate at or below the three-year average of 280 collisions by selective traffic enforcement and education through the Governor's Highway Safety Program during calendar year 2012.*

	December 2012	TOTAL 2012
Traffic Crashes Reported	30	344
Enforce Traffic Laws:		
Written Citations	212	2,995
Written Warnings	71	1,035
Verbal Warnings	255	2,805

6. *Maintain an injury to collision ratio of not more than the three-year average of 17% by selective traffic enforcement and education during the calendar year 2012.*

COLLISION RATIO				
	COLLISIONS	INJURIES	MONTHLY RATIO	YTD
December 2012	30	8	27%	17%

Traffic School: Sgt. Keith Anglin instructed the DDC-4 Traffic School Class in December. There were seven people in attendance.

Staffing

- See highlights regarding new officers that have recently graduated from the Academy.
- Ofc. Erinn Ellis is on maternity leave. She had a baby girl, Fallon Renee, on December 3rd.
- Applications for a new police officer were taken in November. Testing of the applicants took place on December 1st. Backgrounds are currently being completed and interviews are scheduled in January.

K-9: Ofc. Jason Ghee and Nike attended their monthly training.

**Police Department
December 2012**

Sumner County Emergency Response Team: ERT Annual Breakfast was held on December 21st. Sgt. Joel Brisson and Ofc. David Segerson attended.

Volunteer Reserve Officers: For the month of December, the Reserves trained on weapon retention and weapon disarming.

Support Services Performance Measurements

1. *Acquire and place into service one Criminal Investigation Division vehicle.* We have ordered a 2013 Ford Fusion from Country Ford (the same vendor that received the bid for our two new patrol cars). The delivery of the Ford Fusion is currently on hold due to the possible recall from Ford Motor Company.
2. *Maintain or exceed a Group A crime clearance rate at the three-year average of 60% during calendar year 2012.*

2012 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
December	65%	74%

Communications Section

	December 2012	Total 2012
Calls for Service	1,116	13,100
Alarm Calls	38	361

Request for Reports

	December 2012	FY 2012-13
Requests for Reports	33	138
Amount taken in	\$45.65	\$160.32
Tow Bills	\$200.00	\$265.00
Emailed at no charge	20	184
Storage Fees	\$50.00	\$50.00

Governor's Highway Safety Office (GHSO): See Highlights.

Staffing

Volunteer Police Explorers: Nothing to report at this time.

Item(s) sold on Govdeals: Nothing sold during December 2012.

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.* The program commenced on Tuesday, September 24th at Heritage Elementary School. D.A.R.E. Instructor, Captain Mingledorff, will teach seven classes of 157 5th graders the ten week curriculum. There will be one class taught at Christian Community School which began on Thursday, September 27th. Both graduations are scheduled for January 2013.

**Police Department
December 2012**

2. **Plan and coordinate Public Safety Awareness Day on Labor Day as an annual event.** This year's event was held on Monday, September 3, 2012. Held annually on Labor Day, Safety Day represents a unified, long term solution to the prevention of childhood related injuries. It also gives local law enforcement and fire/rescue personnel an opportunity to meet the public, hand out safety literature, and display their equipment. **Completed.**
3. **Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.** Accepting applications for the next class which will commence on February 19, 2013. Twenty-four applications have been received for Class #13.
4. **Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.**
 - **Wheels In Motion:** Program resumes January 2013.
 - **Captain StreetSmart:** During the 2012-2013 school year, a total of 500 students will receive classes on the importance of wearing their seatbelts in vehicles and wearing a helmet when riding their bikes through the Captain StreetSmart program. Safety information for the same number of parents will also be sent home with the students.

The following Captain StreetSmart classes were taught in December:

- **Heritage Elementary School:** Captain Mingledorff presented two "Importance of Seat Belts for Children" classes to 80 3rd grade students on Thursday, December 13th.
- **Safe Seniors Crime Prevention Program:** The third class for 2012 was held at the Senior Center on Wednesday, December 19th. Forty-seven senior citizens attended the class. The topic for this month's class was "Operation ID" and "Reporting Criminal Activity".
- **Toys for Tots Program:** Toy for Tots 2012 began in White House on November 5th, WHPD Captain Jeff Mingledorff and WHFD Captain Kevin Holman are co-coordinators in the Annual Marine Corps Reserve Toys for Tots Campaign for 2012. Toys are being collected this year at the following sites/organizations: White House Police Department, White House Fire Department, Dollar General Market, Fred's and Walgreen's. Toy drives are being held at Woodall Elementary, Heritage Elementary School Junior Beta Club, Heritage High School Leadership Committee for "Heritage Helping Hands", and the 3rd Annual Trot for Tots 5k Run/Walk. Toys collected in White House are distributed back to children who reside in Sumner and Robertson Counties. 2,400 toys were collected during the 2012 drive (2,200 toys were collected during the 2011 season).

Special Events: WHPD Officers participated in the following events during December:

- White House Middle School Basketball Security: Dec. 10th and 17th.
- White House Heritage High School Basketball Security: Dec. 18th.
- Grace Park "Christmas in the Park" Event: December 15th
- Trot for Tots 5K Run/Walk: December 15th

2012 Participation in Joint Community Events		
	December	Year to Date
Community Activities	8	77

Fire Department December 2012

Summary of Month's Activities

Fire Operations

The department responded to 101 requests for service during the month with 67 responses being medical emergencies. The department responded to 2 vehicle accidents with reported injuries.

- **December 1st 12:44am** The Department was dispatched to an accident on I-65 around the 108 mile marker. Upon arrival fire units found a tractor-trailer over an embankment with the trailers lying on the tractor. The driver was killed in the accident. A small fire was extinguished by fire personnel and after a short period command was passed to the Cross Palms Fire Department as the incident was just outside of the city limit.
- **December 1st 2:47pm** The Department was dispatched to a grass fire at the golf course property near Webster road. Access to the property was difficult, but gained by fire personnel and approximately one acre had burned in the fire. The fire was quickly brought under control and extinguished.
- **December 20th 2:29pm** The Department was dispatched to a power pole on fire. Upon arrival fire personnel found a power pole on fire at the top of the pole. A safe perimeter was established around the area. Cumberland Electric arrived on scene and extinguished the fire and began repairing the damage to the power equipment.
- **December 22nd 6:50pm** The Department was dispatched a brush fire on N. Palmers Chapel Road. The fire burned an area approximately 50' X 50'.

Fire Administration

November 9th-13th Asst. Chief Sisk attended the fourth week of Fire Officer I & II at the state fire academy.

During the month of November Asst. Chief Sisk participated in four National Weather Service weekly weather briefings.

Update on the Department's Goals and Objectives

- Organize a table top disaster drill to train staff and exercise the city emergency operations plan by January 31, 2013.
- Conduct the Risk Watch Program in all 1st grade classrooms beginning in September 2012 and ending in May 2013. **(Work on the project has begun)**
- Complete the annual apparatus pump testing by December 1st, 2012. **(Project completed)**
- Complete annual firefighter training 240 hours for career and 48 for part-time firefighters by June 30th, 2013. **(Work on the project has begun)**

Departmental Highlight

Assistant Chief Sisk completed his fourth week of a four week course at the State Fire Academy. Firefighter Johnson was unable to attend the fourth week due to illness but will be attending the fourth week of class in April 2013. The Fire Officer I & II class they are completing will prepare them for the state certification process. Asst. Chief Sisk has taken the practical portion of the examination and is awaiting the results before being eligible to challenge the written examination.

**Fire Department
December 2012**

Monthly Performance Indicators

Incident Responses

Structure Fires	0	Vehicle Accidents (General Cleanup)	5
Cooking / Electrical Fires	1	Vehicle Accidents (With Injuries)	1
Vehicle Fires	0	Rescue	1
Grass, Brush, & Trash Fires	3	False Alarms / Calls	4
Hazmat	2	Assist Other Governmental Agency	0
Other Calls	17	Total Responses for the Month	101
Emergency Medical Responses	67	Total Responses YTD	414

Fire Fighter Training

Total Training Man Hours for the Month	182.49
Total Training Man Hours YTD	1,895.08

Fire Inspection

	This Month	YTD
Fire Inspections	8	44
Fire Investigations	0	5
Plat / Plan Reviews	1	5
Fire Preplans	2	68

Public Fire Education

	This Month	YTD
Participants	164	2264
Education Hours	9.5	79
Number of Occurrences	5	44

**Public Works Department
December 2012**

Staffing

The public works department is authorized 11 full time employees. Due to the change in solid waste operations, we now have the following employee's assigned to public works:

1. Two (3) full-time Solid Waste drivers (1) & maintenance workers (2);
2. Two (2) full-time Streets equipment operators (Operator I & Operator II);
3. One (1) Supervisor; and;
4. One (1) Administrative Assistant.

Training

- Trenching and Shoring Policy
- Snow Removal Policy

On December 11, 2012, Scott Lybarger attended a Work Zone Traffic Control and Flagging training class hosted by the Tennessee Transportation Assistance Program.

Sanitation Collection:

Waste Industries is starting their fourth week of operation in the City. We experienced several missed units both in residential and commercial customers before and during the holidays. I expected some problems since the driver(s) are unfamiliar with the City. I met with Waste Industries right after Christmas to alert them to the fact that, until the drivers are comfortable with the routing, I want a roving supervisor on the routes to ensure complete collection is accomplished.

Due to their growth in the last 12-months, Waste Industries has hired an additional roving supervisor for White House. The new supervisor is set to start January 2, 2013.

Waste Industries has a web based portal that enables staff to initiate work orders for any possible problem that may come into play. This has helped to mitigate many of our citizen's complaints regarding missed service. The portal is a nice program enhancement.

With regards to the new curbside recycling collection program, Waste Industries collected recyclables on December 7th, 14th and the 28th. The total volume of recyclables collected curbside was approximately 35 tons of material; which is a savings of about \$800.00 from our landfill tipping fee.

City Public Works & Drainage Improvement Projects

1. *100 Hobbs Drive:* Mr. Morrow called to inform us that the drainage issue at his house which has caused substantial damage to his yard. Mr. Morrow believes that a larger culvert needs to be installed to allow proper flow of storm water. The staff cleaned out approximately 400' of ditch line and installed a new road shoulder on approximately 800' of right-of-way along Hobbs Drive. Staff removed about 10-tons of debris and installed-tons of road base material. The task took approximately 26 man-hours to complete.
2. *135 Villages Court:* Mrs. White called in and asked if someone could come out and take a look at the culverts near her home. There are three 3' culverts located on her property and upon inspection staff found the three to be clogged with debris. Staff cleaned the culverts and also cleaned the culverts at the adjoining neighbors.
3. *Detention Pond – Shady Lane:* This detention pond was turned over to the City for maintenance when the development was accepted. Due to complaints from residents upstream of this pond, we took a look at ponds drainage characteristics. We found that the entire basin had silted up and needed to be completely rehabilitated.

Staff started at the downstream catch-basin and cleared and cleaned the point between the pond and that basin. Wet weather has precluded staff from starting on the interior of the pond. However, due to the extreme overgrowth along the fence line, we've begun the task of removing the fence which will enable us to use the side-mount mower to trim the vegetation along the topside and banks of the pond. Fence removal will continue, but we will not work on the interior until the basin has dried up.

**Public Works Department
December 2012**

Monthly Performance Indicators

	Available Hours	Total Hours
Streets & Roads	375	132
Sanitation	375	416
Facility Maintenance - PW Staff	N/A	22
Fleet Maintenance - PW Staff	N/A	30
Training	N/A	34
Vacation	N/A	106
Sick Leave	N/A	75

The above table represents the number of man hours vs. the total number of hours worked for the month of December by department. It also represents the number of vacation days and sick leave used. There is no longer a vehicle maintenance mechanic; routine maintenance has been performed by the Public Works staff on vehicles as needed.

Recycling

Single Stream	35 Tons
Scrap Metal	0 Tons
Drop Off	8 Tons
Yard Waste	14 Tons
Recycled Oil	0 Gallons

Convenience Center

There were no citizens that paid to utilize our Convenience Center for the month of December. Total operating cost for the month of December to be determined.

City of White House Clean-Up Days

For the month of December there were a total of 28 citizens who took advantage of the free drop off service provided by the City of White House. Citizens seem to appreciate being able to bring items in at their convenience opposed to 2 designated weeks in the spring and fall.

Year to Date Total (Calendar Year 2012): 636

Sanitation Enterprise Fund Totals

Number of Customers Billed	Total Billed	Total Billed YTD	Revenue Received	Revenue Received YTD
3,682	\$57,634.00	\$287,931.00	\$55,686.62	\$336,283.62

Mobile Emissions Testing for Sumner County

The Public Works Facility will continue to be a site for Sumner County mobile emissions testing. Dates have been established through December of 2013; schedule will be published in the next issue of The Word on White House. For the month of December we had a total of 42 citizens utilized the mobile emissions testing station located at the Public Works Facility. See the chart below and notice the usage since December 2011.

December 2012	47
December 2011	41

Public Works Department
December 2012

December 2012 Truck Poundage and Fuel Costs

- December solid waste tons: 234.18
- November solid waste tons: 322.53

	December 2012	YTD
Tons per day	15.61	18.55
Tonnage for 1 months	234.18	1,784.84
Fuel used Truck #320	N/A	\$8,041.62
Fuel used Truck #321	\$462.65	\$2,839.91
Fuel used Truck #322	\$463.61	\$2,420.41
Fuel used Truck #323	N/A	\$5,064.39
Fuel used Truck # 324	N/A	\$1,502.59
Total Fuel	\$926.26	\$18,506.91

Services Provided	Total	YTD
Brush Pick Up (stops)	113	1,054
Brush Truck Load	24	127
Emergency Call Outs	0	1
Damaged Carts Replaced	14	60
New Carts for New Home Construction	11	31
Additional Cart Request	1	7
Curbs Repaired	0	0
Shoulders Repaired	1	1
Drainage Requests	2	11
Drainage Work (feet)	1,190	2,105
Potholes Repaired	0	27
Salt Usage (tons)	0	0
Signs Installed	0	35
Handicapped Pick Up	57	408
Move In Special Pick Up	1	17
Move Out Special Pick Up	0	2
Dead Animal Removals	1	7
Citizens requesting a pick up due to forgetting to place cart at curb after route has been completed.	113	1,054

Public Works (Wastewater)
December 2012

Collection System Activities

1. **Green Project:** The wastewater staff continues to work on the “**Green Project**”, which is a program designed to remove older, less efficient, grinder pumps with a newly designed product. This project will replace approximately **430** pumps in the South Palmers and Sage Road areas. The completion deadline for this project is April 2013. Staff replaced **24** pumps in the month of December; which brings the total to **316** installed to date.

The motor control center and generator replacement project at the North Palmer’s Chapel lift station has been awarded and will begin soon. The contractor is waiting on equipment deliveries before he can proceed.

The South Palmer’s lift station has been disconnected from the system. We are currently monitoring the system to ensure that the station by-pass pumping plan works as designed.

2. **Hobbs Project:** The surveying is complete and McGill Engineers have finished the preliminary design. The City staff met with Ben and Cindy to go over the second set of drawings to see if there were any additional conflicts. The surveyor should be done with the necessary easement information in early January 2013. Once that information is completed we’ll be able to initiate the acquisition phase.
3. **GIS/GEO JOBE:** Staff and Geo-Jobe has completed the information update. The GIS based work order system has been ordered and we will be moving forward with the implementation process of that module once Geo-Jobe completes the software updates for the new version. Our target date for implementation is February 2013.
4. **Lift Stations:** The Copes Crossing lift station ozone generator has been repaired as a warranty issue. McGill Engineers are finished with the design for the Meadowlark lift station rehabilitation project and should be ready for bid in January 2013.

Wastewater Treatment

- A. FLOW - 0.4856 MGD
- B. CAPACITY - 1.40 MGD
- C. % of PLANT THROUGHPUT - 35%
- D. % of ACTUAL & ALLOCATED CAPACITY - 48%
- E. RAINFALL - 7.99”

1. **Violations:** No violations this month, all permit requirements are well below the plant limits.
2. **H₂S & FERRIC SULFATE:** Staff continues to monitor the carbonaceous biochemical oxygen demand (**CBOD**) and the total suspended solids (**TSS**) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole, Union Road and Wilkinson Lane stations. We’ve been feeding ferric for seven (7) months and the overall results are positive at the plant. The clarifiers are producing a very clear effluent. We are now feeding at a rate of twelve (12) gallons per day at the Union and Old Tyree stations due to the high levels of H₂S within the system.

There are still some periodic odor problems at one or two of the air-relief valves that are situated on the southern force main. Our plan is to move the Wilkinson tank over to the Meadowlark station after construction is over. The introduction of ferric sulfate at this point should serve to mitigate the H₂S in the outlying reaches of the southern force main.

3. **Oxidation Ditch:** One of the floating aerator’s that we’ve been using blew a motor so the ammonia level at the plant has been increasing through the month. WASCON was able to install one of the orbals during the last week of December between rain events; which mitigated the rising ammonia levels. Hopefully the rain will subside and we’ll be able to install the other orbal in early January.

**Public Works (Wastewater)
December 2012**

4. *UV System:* We are still assessing the Trojan Ultra-Violet (UV) system which continues to have problems due to increased algae levels. Derek Hough is working very hard to keep the algae from building up and we are getting a below limit kill on coliform bacteria. We may be able to get by until after the headworks are installed.

Monthly Performance Indicators and Year-to-Date Totals

SCADA Alarms Responses

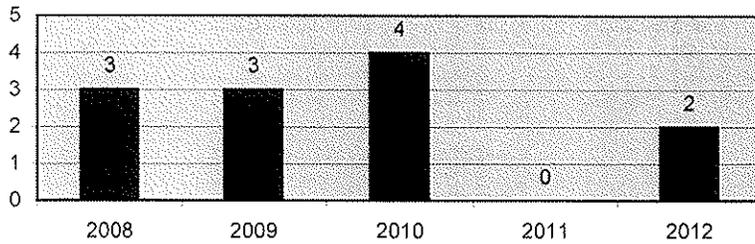
	<u>Month</u>	<u>YTD</u>
North Palmers	292	937
Calista	113	476
Wilkinson	24	93
Portland Road	0	2
Cope Crossing	21	364
Union Road	53	132
Meadowlark	0	7
Hwy 76	0	5
Cambria	8	11
Treatment Plant	29	223
Total Responses	540	2250
TN One-Call	55	308

Month YTD

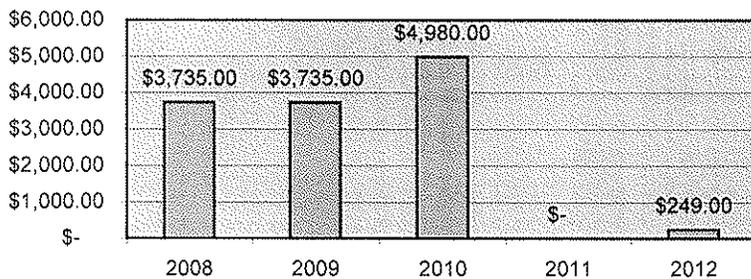
December 2012 Work Orders	0	0
Monthly Service Requests Totals	137	999
Mainline Repairs	0	2
Service Line Repairs	1	23
E/2000 (B) to E/Extreme Change-outs	5	47
E/2000(B) to E/2000 (B) Change-outs	1	2
E/Extreme to E/2000 (B) Change-outs	5	9
E/Extreme to E/Extreme Change-outs	6	77
E/2000(B) Conversions	0	9
E/One Extreme Conversions	2	23
“Green Project” Conversions	24	125
Low Pressure Service Requests	64	497
Vacuum System Service Requests	19	34
Major Lift Station Repairs	0	4

**Planning and Codes Department
DECEMBER 2012**

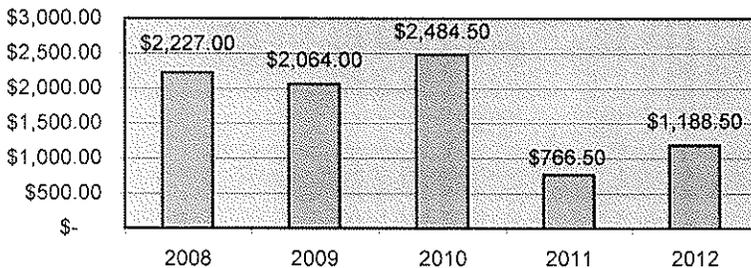
Single Family Permits



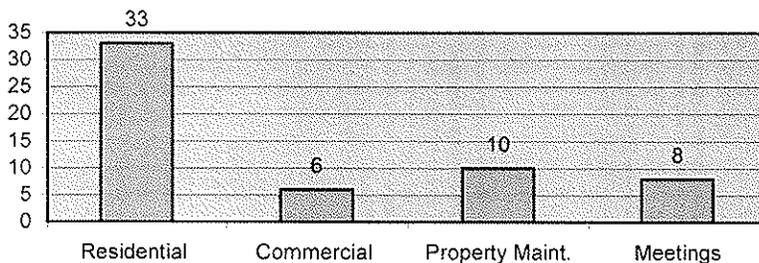
Impact Fees



Permit Fees



Inspections / Meetings



	Month	FY 12-13
MEETING AGENDA ITEMS#		
Planning Commission	3	21
Construction Appeals	0	0
Zoning Appeals	0	3
Training/Study Session	0	0
Property Maintenance	0	0
PERMITS		
Single Family Residential	2	20
Multi-Family Residential	0	2
Other Residential	7	80
New Commercial	0	0
New Industrial	0	0
Other Com/Ind	0	18
State Electrical	21	187
Sign	0	2
Occupancy Permits	1	39
Other	0	3
BUILDING INSPECTIONS		
Residential	33	205
Hours	10.58	65.58
Commercial /Industrial	6	108
Hours	3.17	50.09
CODE ENFORCEMENT		
Total Cases	10	364
Hours	2.17	53.42
Complaints Received	3	49
MEETINGS		
Administration	2	14
Hours	4.56	30.98
Planning	1	16
Hours	0.5	12.75
Codes	5	27
Hours	40	49.42
FEES		
Permit Fees	\$ 1,188.50	\$ 17,537.50
Board Review Fees	\$500.00	\$ 800.00
City Impact Fee	\$249.00	\$ 2,954.40
Roads	\$76.20	\$ 1,060.98
Parks	\$79.20	\$ 801.40
Police	\$56.40	\$ 663.95
Fire	\$37.20	\$ 438.07
OTHER ITEMS		
Subdivision Lots	0	6
Commercial/Industrial (Sq ft)	0	3,423
Multi-Family Units	N/A	0
Other	N/A	0
OTHER ITEMS		
Subdivision Bonds: 23	\$	974,300.00
Builders Bonds	\$	44,866.43
Workings Days in Month		14

Parks, Recreation & Cultural Arts Department
December 2012

Summary of Month's Activities

New Park Restroom Facility

The architect and the Director have been working to finalize the plans for the new restroom facility. The drawings were presented to the Planning Commission on December 10th and they were approved. The project will be let out for sealed bids on January 15th, the pre-bid meeting will be January 29th, and the bid opening will be February 6th.

Decorative Security Gates

The design and specifications for the new decorative security gates at Hillcrest Cemetery will be done around the third week of January. Once this is finalized, the project will be let out for sealed bids. Michael Marzialo is designing the gates.

Recreation

Youth Basketball games start on December 8th. During the regular season, we are using both WH Heritage and H.B. Williams for 5th-8th grade practices and WH Heritage for games. The 1st-4th grade practices and games are held in the City Hall gymnasium. We have 21 teams in 1st - 4th grade, and 15 teams in 5th - 8th grade.

The Men's Open Basketball season started November 27th. We have 7 teams participating this year. The season is set to end on February 19th.

Registration for Co-Ed Church Volleyball is January 7th - February 25th. The fee is \$250/per team. Games will begin in March with Tuesday and Thursday night games.

Registration for Little League Challenger Baseball is January 7th - March 11th. The fee is \$35 for City Residents and \$47 for Out-of-City residents. *This Little League Baseball program is for any boy or girl between the ages of 4 and 18 that faces a mental or physical challenge.* Practices will begin in March and Saturday games will begin in April.

Registration for Men's Open Spring Softball is January 7th - March 4th. The games will begin in April with doubleheader games on Tuesdays and Thursdays. The fee is \$450/per team.

Registration for Girls Volleyball is January 7th - February 25th. The fee is \$50 for residents and \$62 for out-of-city residents. Registration will be for girls in grades 3-8. There will be a 3rd & 4th Grade League, 5th & 6th Grade league, and 7th & 8th grade league. Practices will begin in March and games will begin in April.

Parks Maintenance

- Painted interior walls at football bathrooms
- Built a utility rack for Kawasaki Mule to haul equipment and supplies
- Working to clean out culverts along greenway and nature trail
- Performed dirt work at Honey Run Trailhead and Hillcrest Cemetery (planted seed / straw)
- Working to clear out large stumps along the nature trail to get ready for RTP trail improvements

Update on Department Goals and Objectives

The Parks and Recreation Department and the Leisure Services Board spent a large amount of time in consideration of the tournament fee structure for baseball and softball tournaments which was approved by Resolution 12-20. This was an issue that involved a lot of research and input from various stakeholders so that we could create a workable solution.

Department Highlight

The annual Christmas Parade was held Saturday, December 1st at 3:00p.m. The Grand Marshals were Mary Keith, Conner Green, and Cayden Long. The theme was "Miracle on Main Street." Temple Baptist won the award for best decorated float. Dance South came in 2nd and Christian Community Cheerleaders came in 3rd.

Department Cost Savings Report

Nothing significant

**Parks, Recreation, Cultural Arts Department
December 2012**

	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11	FY 2011-12
Maintenance					
Mowing Hours	1,044	1,853	1,469	1,486	1,346
Pounds of Grass Seed Sown	3,670	5,130	1,895	3,140	2,275
Pounds of Fertilizer Applied	6,150	9,200	4,590	8,150	2,540
Number of Trees/Shrubs Planted	57	259	11	20	39

	Current Year		
	Nov. 12	Dec. 12	FY 2012-13
	56	0	756
	550	50	3,200
	1,750	0	5,525
	2	0	2

	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11	FY 2011-12
Recreation					
Number of Youth Program Participants	377	353	336	354	448
Number of Adult Program Participants	857	2,309	1,343	2,353	2,471
Number of Theatre Production Attendees	102	0	0	0	0
Number of Special Event Attendees	2,865	2,989	2,505	3,484	3,970
Total Number of Special Events Offered	8	11	17	19	17
Total Number of Programs Offered	23	46	38	68	78
Youth Program Revenue	\$22,095.25	\$25,414.98	\$27,728.00	\$29,068.00	\$29,702.00
Adult Program Revenue	\$15,246.25	\$19,337.35	\$9,368.25	\$14,899.65	\$19,216.05
Theatre Production Revenue	\$485.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Event Revenue	\$6,476.00	\$4,993.25	\$4,530.00	\$8,010.00	\$7,355.00

	280	0	680
	179	69	920
	0	0	0
	0	250	796
	1	1	14
	2	2	22
	\$438.00	\$122.00	\$ 41,522.50
	\$1,371.25	\$465.00	\$ 8,935.90
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$ 3,775.00

	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11	FY 2011-12
Administration					
Number of Shelter Reservations	112	139	153	116	112
Hours of Shelter Reservations					
Shelter Reservation Revenue	\$3,732.00	\$4,183.00	\$4,083.00	\$3,415.00	\$ 3,396.00
Number of Facilities Reservations	305	256	105	63	136
Hours of Facility Reservations					
Facility Reservation Revenue	\$28,514.05	\$20,813.71	\$6,345.82	\$6,475.63	\$ 16,224.25
Misc. Revenue	\$39,729.53	\$115,858.99	\$52,032.78	\$60,991.46	\$ 56,423.35

	0	0	52
	\$0.00	\$0.00	\$ 1,002.00
	19	28	139
	\$2,128.15	\$3,215.66	\$ 14,279.52
	\$1,476.50	\$2,355.16	\$ 15,225.94

	FY 2007-2008	FY 2008-2009	FY 2009-2010	FY 2010-11	FY 2011-12
Senior Center					
Senior Center Participants	3,993	2,326	2,399	2,860	3,269
Number of Trip Participants	366	293	316	473	387
Number of Meals Participants	3,430	3,555	3,848	2,912	3,315
Number of Program Participants		1,407	587	632	4,486
Number of Trips Offered	43	31	31	42	31
Number of Meals Served	48	48	50	46	49
Number of Programs Offered	5	45	54	50	90

	342	334	1,915
	24	28	225
	218	195	1,362
	394	379	2,091
	2	2	13
	3	3	23
	10	10	46

**White House Inn Library & Museum
December 2012**

Summary of December Activities

- On December 4th, Jim Verellie and I went to the Springfield library to talk with the chair of the Sumner County Libraries and the System Administrator of the Sumner County Libraries about the circulation system TLC. The estimate costs of TLC were discussed as well as some of the features for staying with TLC.
- On December 6th, the library had its 25th Christmas Open House. The Open House was hosted by the Library, Chamber of Commerce and the Friends of the White House Library. It was a very successful event with about 125 to 150 people in attendance.
- Then, on December 11th the children's librarian and I attended the region's in-service. We gain some new tips on how to put on different types of children story time through the use of musical instruments and visual aids.
- December 13th was the library's Adult Book club end of the year meeting. The Friends of the Library provided funding so that the library could host a brunch at the meeting. We had 20 adults in attendance, our largest book club meeting thus far and have hopefully added a few new members to the club.
- We also had a study session on December 19th in which the library floor plans were discussed with the architect. It was decided that the library should be on the first floor of the new building and the meeting room would stay on the second floor. I am currently working on the library grant so that it may be submitted by January of 2013.

Department Highlights

I believe that the Christmas Open House was the highlight for this month. The Open House was a huge success and the busiest one the library has had in a number of years. I was also pleased that the library was able to continue to put on this tradition which has been going on since the library first opened.

Performance Measures

Official Service Area Population:	13,257	<u>Program</u>	<u>Sessions</u>	<u>Attendance</u>
Memberships:	10,580	Toddler	2	28
% of the Pop with Membership	80	Preschool	2	49
		Teen	0	0
Total Materials Available:	25,297	Adult	1	20
Est Value of Total Materials:	\$632,425	All ages	1	125
Last Month:	\$643,175	Total	5	222
Total Materials Available Per Capita:	1.91			
Last Month:	1.94	Wireless Internet Users:		105
State Minimum Standard:	2.00	Computer Internet Users:		339
		Volunteers:		8
		Total Hours:		139.5

Materials Added

Adult Fiction:	22
Adult Non-Fiction:	11
Child/Juvenile/Young Adult Fiction:	29
Juvenile/Young Adult Non-Fiction:	31
Audiobooks:	0
Movies:	8
Music CDs:	0
Total:	101

Services Provided by Contracting with State

Interlibrary Loan Service: Items Borrowed: 14
Items Loaned: 0

R.E.A.D.S. Statistics (Downloaded Materials)

Library Circulation

# of Check-outs:	4,823
Last Month:	6,139
Items per Patron:	2.3

<u>1st Quarter:</u>	eBooks:	305
	Audiobooks:	506
<u>2nd Quarter:</u>	eBooks:	466
	Audiobooks:	477
<u>3rd Quarter:</u>	eBooks:	528
	Audiobooks:	580
<u>4th Quarter:</u>	eBooks:	542
	Audiobooks:	695

New Memberships

Adult:	11
Senior Adult:	1
Child:	1
Student:	7
Young Adult:	0
Total:	20

**CITY COURT REPORT
DECEMBER 2012**

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH \$9,865.06

TOTAL MONIES COLLECTED YTD \$66,978.36

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH \$1,952.87

TOTAL MONIES COLLECTED YTD \$11,588.42

TOTAL REVENUE FOR MONTH \$11,817.93

TOTAL REVENUE YTD \$78,566.78

DISBURSEMENTS

LITIGATION TAX \$621.30

DOS/DOH FINES & FEES \$232.75

DOS TITLE & REGISTRATION \$123.50

RESTITUTION/REFUNDS \$0.00

TBI-EXPUNGEMENT/FEES \$0.00

WORTHLESS CHECKS \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$977.55

TOTAL DISBURSEMENTS YTD \$8,088.14

ADJUSTED REVENUE FOR MONTH \$10,840.38

TOTAL ADJUSTED REVENUE YTD \$70,478.64

DRUG FUND

DONATION TO DRUG FUND FOR MONTH \$160.55

DRUG FUND DONATIONS YTD \$3,195.27

CITY COURT CLERK _____



Summary Financial Statement
DECEMBER 31, 2012

DRAFT

Fiscal Year Time Lapse: 50.00

110 GENERAL FUND

Account	Description	---Year-To-Date---		-----DECEMBER-----			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	1,595,850.00	446,231.77-	28.0	132,987.50	331,434.39-	249.2
31120	PUBLIC UTILITIES PROPERTY TAX (CURRENT)	67,034.00	0.00	0.0	5,586.17	0.00	0.0
31211	PROPERTY TAX DELINQUENT 1ST YEAR	58,000.00	13,297.72-	22.9	4,833.33	3,244.44-	67.1
31212	PROPERTY TAX DELINQUENT 2ND YEAR	20,000.00	1,853.00-	9.3	1,666.67	110.00-	6.6
31213	PROPERTY TAX DELINQUENT 3RD YEAR	16,000.00	2,326.00-	14.5	1,333.33	1,279.00-	95.9
31214	PROPERTY TAX DELINQUENT 4TH YEAR	4,000.00	1,315.00-	32.9	333.33	975.00-	292.5
31215	PROPERTY TAX DELINQUENT 5TH YEAR	4,000.00	1,247.00-	31.2	333.33	975.00-	292.5
31216	PROPERTY TAX DELINQUENT 6TH YEAR	3,000.00	0.00	0.0	250.00	0.00	0.0
31219	PROPERTY TAX DELINQUENT - OTHER PRIOR YE	9,000.00	288.00-	3.2	750.00	0.00	0.0
31300	INT, PENALTY, AND COURT COST ON PROP TAX	60,000.00	8,605.75-	14.3	5,000.00	2,340.73-	46.8
31513	PAYMENT IN LIEU OF TAX -SEWER UTILITIES	91,342.00	45,670.98-	50.0	7,611.83	7,611.83-	100.0
31610	LOCAL SALES TAX - CO. TRUSTEE	2,020,000.00	1,026,343.77-	50.8	168,333.33	151,977.07-	90.3
31709	BEER AND LIQUOR LOCAL PRIV TAX	4,900.00	233.32-	4.8	408.33	0.00	0.0
31710	WHOLESALE BEER TAX	230,000.00	136,662.64-	59.4	19,166.67	21,792.68-	113.7
31800	BUSINESS TAXES	130,000.00	39,446.99-	30.3	10,833.33	3,208.33-	29.6
31911	NATURAL GAS FRANCHISE TAX	119,000.00	95,733.43-	80.4	9,916.67	0.00	0.0
31912	CABLE TV FRANCHISE TAX	95,000.00	55,228.67-	58.1	7,916.67	0.00	0.0
31960	SPECIAL ASSESSMENT - LIENS	1,300.00	520.00-	40.0	108.33	0.00	0.0
31980	MIXED DRINK TAXES	9,000.00	5,494.58-	61.1	750.00	1,189.00-	158.5
32090	PEDDLER PERMIT	50.00	0.00	0.0	4.17	0.00	0.0
32209	BEER AND LIQUOR LICENSE APPLICATION FEE	800.00	1,050.00-	131.3	66.67	0.00	0.0
32610	BUILDING PERMITS	20,000.00	17,340.00-	86.7	1,666.67	1,173.50-	70.4
32690	OTHER PERMITS	50.00	0.00	0.0	4.17	0.00	0.0
32710	SIGN PERMITS	950.00	150.00-	15.8	79.17	0.00	0.0
33100	FEDERAL GRANTS	1,945,450.00	97,986.44-	5.0	162,120.83	9,514.00-	5.9
33142	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	200,417.00	75,548.13-	37.7	16,701.42	0.00	0.0
33143	ARRA GRANT #2 - CALISTA ROAD PROJECT	0.00	3,940.75-	0.0	0.00	0.00	0.0
33191	FEMA REIMBURSEMENT	70,441.00	0.00	0.0	5,870.08	0.00	0.0
33320	TVA PAYMENTS IN LIEU OF TAXES	113,523.00	29,236.50-	25.8	9,460.25	0.00	0.0
33410	STATE LAW ENFORCEMENT EDUCATION GRANT	22,400.00	0.00	0.0	1,866.67	0.00	0.0
33450	LOCAL GRANT-ROB. CO. SRO	36,751.00	18,375.50-	50.0	3,062.58	0.00	0.0
33460	STATE GRANT-LIBRARY TECHNOLOGY	6,100.00	0.00	0.0	508.33	0.00	0.0
33510	STATE SALES TAX	662,986.00	348,701.45-	52.6	55,248.83	56,557.69-	102.4
33520	STATE INCOME TAX	19,500.00	29,665.01-	152.1	1,625.00	81.00-	5.0
33530	STATE BEER TAX	5,230.00	2,673.29-	51.1	435.83	0.00	0.0
33553	STATE GASOLINE INSPECTION FEE	21,023.00	10,510.05-	50.0	1,751.92	1,751.16-	100.0
33593	CORPORATE EXCISE TAX	16,000.00	0.00	0.0	1,333.33	0.00	0.0
33710	COUNTY GRANT - SENIOR NUTRITION	9,500.00	4,750.00-	50.0	791.67	4,750.00-	600.0
34120	FEES AND COMMISSIONS	2,800.00	801.50-	28.6	233.33	500.00-	214.3
34740	PARKS AND RECREATION FEES	54,000.00	56,272.88-	104.2	4,500.00	1,709.00-	38.0
34741	FIELD MAINTENANCE FEES	7,785.00	690.00-	8.9	648.75	435.00-	67.1
34760	LIBRARY FINES, FEES, AND OTHER CHARGES	7,000.00	3,763.20-	53.8	583.33	288.35-	49.4
34793	COMMUNITY CENTER FEES	15,000.00	14,841.64-	98.9	1,250.00	3,165.66-	253.3
34900	OTHER CHARGES FOR SERVICES	9,500.00	4,043.00-	42.6	791.67	535.50-	67.6
35110	CITY COURT FINES AND COSTS	150,000.00	70,388.64-	46.9	12,500.00	10,740.38-	85.9
35130	IMPOUNDMENT CHARGES	600.00	165.00-	27.5	50.00	100.00-	200.0

Fiscal Year Time Lapse: 50.00

Summary Financial Statement
DECEMBER 31, 2012

110 GENERAL FUND

Account	Description	Year-To-Date			DECEMBER		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
36000	OTHER REVENUES	22,500.00	4,354.95-	19.4	1,875.00	387.40-	20.7
36100	INTEREST EARNINGS	6,100.00	2,143.79-	35.1	508.33	0.00	0.0
36210	RENT	19,275.00	5,231.87-	27.1	1,606.25	1,505.84-	93.7
36330	SALE OF EQUIPMENT	0.00	2,975.93-	0.0	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	69.76-	0.0	0.00	0.00	0.0
36420	STADIUM RECEIPTS	6,200.00	4,874.15-	78.6	516.67	0.00	0.0
36430	TAX REFUNDS (OVERPAYMENTS)	0.00	472.43	0.0	0.00	40.00	0.0
36450	PARKS CONCESSIONS	6,400.00	4,847.99-	75.7	533.33	630.96-	118.3
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	0.00	3,782.33-	0.0	0.00	228.20-	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	130,000.00	0.00	0.0	10,833.33	0.00	0.0
Total REVENUES		8,125,757.00	2,699,199.94-	33.2	677,146.40	620,151.11-	91.6
EXPENDITURES							
41000	GENERAL GOVERNMENT	313,563.00-	140,169.54	44.7	26,130.26-	17,524.09	67.1
41210	CITY COURT	77,734.00-	31,658.22	40.7	6,477.83-	7,140.17	110.2
41500	FINANCIAL ADMINISTRATION	365,584.00-	179,365.58	49.1	30,465.31-	22,227.53	73.0
41650	HUMAN RESOURCES	137,766.00-	62,877.74	45.6	11,480.52-	10,634.23	92.6
41670	ENGINEERING	1,491,500.00-	217,410.00	14.6	124,291.67-	550.00	0.4
41700	PLANNING AND ZONING	268,162.00-	123,209.50	45.9	22,346.84-	13,649.68	61.1
41800	GENERAL GOVERNMENT BUILDINGS	101,308.00-	56,103.06	55.4	8,442.33-	3,332.04	39.5
41921	SPECIAL EVENTS	4,000.00-	2,413.48	60.3	333.33-	946.00	283.8
42100	POLICE PATROL	1,025,665.00-	481,107.23	46.9	85,472.09-	68,286.21	79.9
42120	POLICE SUPPORT SERVICES	311,430.00-	139,837.26	44.9	25,952.49-	24,010.60	92.5
42150	POLICE ADMINISTRATION	187,257.00-	87,049.24	46.5	15,604.75-	12,252.08	78.5
42151	COMMUNICATIONS SERVICES	170,000.00-	58,164.23	34.2	14,166.67-	0.00	0.0
42200	FIRE PROTECTION AND CONTROL	1,613,297.00-	455,418.89	28.2	134,441.43-	74,146.39	55.2
42210	FIRE ADMINISTRATION AND INSPECTION	294,319.00-	153,781.34	52.2	24,526.60-	18,644.35	76.0
43000	PUBLIC WORKS	598,357.00-	360,740.94	60.3	49,863.06-	14,820.34	29.7
44310	SENIOR CITIZEN ACTIVITIES	40,066.00-	15,836.37	39.5	3,338.83-	1,640.24	49.1
44700	PARKS	257,929.00-	141,506.59	54.9	21,494.05-	29,647.58	137.9
44740	PARK MAINTENANCE	602,902.00-	157,447.29	26.1	50,241.83-	34,721.89	69.1
44800	LIBRARIES	183,342.00-	92,028.02	50.2	15,278.50-	13,299.16	87.0
44880	CHILDREN'S LIBRARY SERVICES	40,008.00-	19,438.10	48.6	3,334.00-	4,323.35	129.7
51000	MISC EXP	360,634.00-	4,000.00-	1.1	30,052.83-	0.00	0.0
58802	ARRA GRANT #1 - FIBER OPTIC INSTALLATION	450,417.00-	198,041.80	44.0	37,534.75-	0.00	0.0
Total EXPENDITURES		8,895,240.00-	3,169,604.42	35.6	741,269.97-	371,795.93	50.2
Total GENERAL FUND		769,483.00-	470,404.48	61.1	64,123.57-	248,355.18-	387.3

Fiscal Year Time Lapse: 50.00

Summary Financial Statement
DECEMBER 31, 2012

120 INDUSTRIAL DEVELOPMENT FUND

Account	Description	---Year-To-Date---		-----DECEMBER-----		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES						
33800	LOCAL REVENUE ALLOCATIONS	43,000.00	33,504.39-	3,583.33	14,825.77-	413.7
36100	INTEREST EARNINGS	150.00	12.50-	12.50	0.00	0.0
	Total REVENUES	43,150.00	33,516.89-	3,595.83	14,825.77-	412.3
EXPENDITURES						
48000	ECONOMIC OPPORTUNITY	54,500.00-	40,693.03	4,541.67-	85.71	1.9
	Total EXPENDITURES	54,500.00-	40,693.03	4,541.67-	85.71	1.9
	Total INDUSTRIAL DEVELOPMENT FUND	11,350.00-	7,176.14	945.84-	14,740.06-	1558.4

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

121 STATE STREET AID FUND

Account	Description	---Year-To-Date---		-----DECEMBER-----		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES						
33551	STATE GASOLINE AND MOTOR FUEL TAX	273,296.00	136,736.66-	22,774.67	22,726.22-	99.8
36100	INTEREST EARNINGS	120.00	10.45-	10.00	0.00	0.0
	Total REVENUES	273,416.00	136,747.11-	22,784.67	22,726.22-	99.7
EXPENDITURES						
43100	HIGHWAYS AND STREETS	256,500.00-	198,333.62	21,375.00-	0.00	0.0
	Total EXPENDITURES	256,500.00-	198,333.62	21,375.00-	0.00	0.0
	Total STATE STREET AID FUND	16,916.00	61,586.51	1,409.67	22,726.22-	1612.2

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

122 PARKS SALES TAX FUND

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
36100	INTEREST EARNINGS	900.00	106.84-	11.9	75.00	0.00	0.0
36425	PARKS SALES TAX RECEIPTS	79,000.00	40,333.94-	51.1	6,583.33	7,077.48-	107.5
36700	CONTRI AND DONATION FROM PRIVATE SOURCES	20,000.00	0.00	0.0	1,666.67	0.00	0.0
	Total REVENUES	99,900.00	40,440.78-	40.5	8,325.00	7,077.48-	85.0
EXPENDITURES							
49000	DEBT SERVICE	142,884.00-	16,308.91	11.4	11,906.99-	15,941.88	133.9
	Total EXPENDITURES	142,884.00-	16,308.91	11.4	11,906.99-	15,941.88	133.9
	Total PARKS SALES TAX FUND	42,984.00-	24,131.87-	56.1	3,581.99-	8,864.40	247.5

Fiscal Year Time Lapse: 50.00

Summary Financial Statement
DECEMBER 31, 2012

123 SOLID WASTE FUND

Account	Description	Year-To-Date		Percent Of Budget	DECEMBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
34400	SANITATION - USER FEES	682,000.00	346,116.00-	50.8	56,833.33	57,859.00-	101.8
36100	INTEREST EARNINGS	1,000.00	348.89-	34.9	83.33	0.00	0.0
36330	SALE OF EQUIPMENT	0.00	105,000.00-	0.0	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	1,658.95-	0.0	0.00	0.00	0.0
37794	SALE OF MATERIALS	5,000.00	6,062.55-	121.3	416.67	0.00	0.0
Total REVENUES		688,000.00	459,186.39-	66.7	57,333.33	57,859.00-	100.9
EXPENDITURES							
43200	SANITATION	733,084.00-	329,225.97	44.9	61,090.36-	27,726.95	45.4
49000	DEBT SERVICE	101,980.00-	3,498.46	3.4	8,498.34-	3,450.00	40.6
Total EXPENDITURES		835,064.00-	332,724.43	39.8	69,588.70-	31,176.95	44.8
Total SOLID WASTE FUND		147,064.00-	126,461.96-	86.0	12,255.37-	26,682.05-	217.7

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

124 IMPACT FEES

Account	Description	-----Year-To-Date-----		-----DECEMBER-----			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
36100	INTEREST EARNINGS	1,000.00	154.87-	15.5	83.33	0.00	0.0
36421	ROADS IMPACT FEES	16,000.00	1,031.94-	6.4	1,333.33	76.20-	5.7
36422	PARKS IMPACT FEES	15,000.00	761.80-	5.1	1,250.00	79.20-	6.3
36423	POLICE IMPACT FEES	11,000.00	675.37-	6.1	916.67	56.40-	6.2
36424	FIRE IMPACT FEES	7,000.00	445.69-	6.4	583.33	37.20-	6.4
Total REVENUES		50,000.00	3,069.67-	6.1	4,166.66	249.00-	6.0
EXPENDITURES							
51010	ROADS IMPACT FEES	37,950.00-	163.85	0.4	3,162.50-	150.00	4.7
51040	FIRE IMPACT FEES	39,845.00-	1,184.83	3.0	3,320.41-	1,122.50	33.8
Total EXPENDITURES		77,795.00-	1,348.68	1.7	6,482.91-	1,272.50	19.6
Total IMPACT FEES		27,795.00-	1,720.99-	6.2	2,316.25-	1,023.50	44.2

Summary Financial Statement
 DECEMBER 31, 2012
 Fiscal Year Time Lapse: 50.00

140 POLICE DRUG FUND

Account	Description	Year-To-Date		Percent Of Budget	DECEMBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
31610	LOCAL SALES TAX - CO. TRUSTEE	1,200.00	325.00-	27.1	100.00	0.00	0.0
35130	IMPOUNDMENT CHARGES	400.00	0.00	0.0	33.33	0.00	0.0
35140	DRUG RELATED FINES	15,500.00	3,600.27-	23.2	1,291.67	160.55-	12.4
36100	INTEREST EARNINGS	100.00	32.36-	32.4	8.33	0.00	0.0
	Total REVENUES	17,200.00	3,957.63-	23.0	1,433.33	160.55-	11.2
EXPENDITURES							
42129	DRUG INVESTIGATION AND CONTROL	26,800.00-	20,541.52	76.6	2,233.34-	0.00	0.0
	Total EXPENDITURES	26,800.00-	20,541.52	76.6	2,233.34-	0.00	0.0
	Total POLICE DRUG FUND	9,600.00-	16,583.89	172.7	800.01-	160.55-	20.1

Summary Financial Statement
 DECEMBER 31, 2012
 Fiscal Year Time Lapse: 50.00

200 DEBT SERVICE FUND (GENERAL)

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
31110	REAL & PERSONAL PROPERTY TAX (CURRENT)	660,000.00	180,496.54-	27.3	55,000.00	135,374.61-	246.1
36100	INTEREST EARNINGS	600.00	52.39-	8.7	50.00	0.00	0.0
	Total REVENUES	660,600.00	180,548.93-	27.3	55,050.00	135,374.61-	245.9
EXPENDITURES							
49000	DEBT SERVICE	677,722.00-	102,932.08	15.2	56,476.84-	99,531.25	176.2
	Total EXPENDITURES	677,722.00-	102,932.08	15.2	56,476.84-	99,531.25	176.2
	Total DEBT SERVICE FUND (GENERAL)	17,122.00-	77,616.85-	453.3	1,426.84-	35,843.36-	2512.1

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

412 SEWER FUND

Account	Description	Year-To-Date		DECEMBER		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
33191	FEMA REIMBURSEMENT	25,131.00	0.00	2,094.25	0.00	0.0
34900	BULK DISPOSAL FEE	800.00	1,650.00	66.67	0.00	0.0
36000	OTHER REVENUES	15,000.00	3,401.00	1,250.00	3,396.00	271.7
36100	INTEREST EARNINGS	3,200.00	962.16	266.67	0.00	0.0
36330	SALE OF EQUIPMENT	0.00	2,792.58	0.00	0.00	0.0
36350	INSURANCE RECOVERIES	0.00	3,491.55	0.00	0.00	0.0
36920	SALE OF BONDS	6,303,988.00	678,142.00	525,332.33	176,299.00	33.6
37210	APPLICATION FEES & NONREFUNDABLE DEPOSIT	32,000.00	16,275.00	2,666.67	1,625.00	60.9
37220	ADMINISTRATIVE FEES	11,000.00	4,200.00	916.67	50.00	5.5
37230	SEWER USER FEES	2,500,000.00	1,283,829.26	208,333.33	219,632.03	105.4
37298	CAPACITY FEES	42,000.00	41,425.00	3,500.00	4,000.00	114.3
37995	CONNECTION FEES	4,000.00	3,150.00	333.33	300.00	90.0
Total REVENUES		8,937,119.00	2,039,318.55	744,759.92	405,302.03	54.4
EXPENDITURES						
49000	DEBT SERVICE	372,792.00	53,676.20	31,066.01	27,739.57	89.3
52117	ADMINISTRATION AND GENERAL EXPENSES	599,807.00	282,185.62	49,983.90	30,538.88	61.1
52210	COLLECTION	5,930,748.00	852,712.38	494,229.02	34,676.83	7.0
52213	SEWER TREATMENT AND DISPOSAL	915,462.00	148,315.69	76,288.52	9,184.97	12.0
52223	DEPRECIATION	618,700.00	309,349.98	51,558.33	51,558.33	100.0
58804	ARRA ASSISTANCE - SEWER REHAB PROJECT	803,988.00	291,192.90	66,999.00	950.00	1.4
Total EXPENDITURES		9,241,497.00	1,937,432.77	770,124.78	154,648.58	20.1
Total SEWER FUND		304,378.00	101,885.78	25,364.86	250,653.45	988.2

416 HEALTHCARE FUND

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

Account	Description	Year-To-Date		DECEMBER		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual	Budget Estimate	Actual				
REVENUES									
36000	OTHER REVENUES	0.00	283.50-	0.0	0.00	0.0	0.00	0.00	0.0
36100	INTEREST EARNINGS	300.00	144.07-	48.0	25.00	0.00	0.00	0.00	0.0
36960	OPERATING TRANSFER IN FROM OTHER FUNDS	161,509.00	29,566.04-	18.3	13,459.08	12,072.05-	12,072.05-	89.7	89.7
	Total REVENUES	161,809.00	29,993.61-	18.5	13,484.08	12,072.05-	12,072.05-	89.5	89.5
EXPENDITURES									
51520	INSURANCE EMPLOYERS SHARE	181,194.00-	25,255.00	13.9	15,099.50-	2,563.61	2,563.61	17.0	17.0
	Total EXPENDITURES	181,194.00-	25,255.00	13.9	15,099.50-	2,563.61	2,563.61	17.0	17.0
	Total HEALTHCARE FUND	19,385.00-	4,738.61-	24.4	1,615.42-	9,508.44-	9,508.44-	588.6	588.6

433 HILLCREST CITY CEMETERY

Summary Financial Statement
DECEMBER 31, 2012

Fiscal Year Time Lapse: 50.00

Account	Description	Year-To-Date		DECEMBER			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
34110	GENERAL SERVICES	2,275.00	528.00	23.2	189.58	240.00	126.6
34321	CEMETERY BURIAL CHARGES	150.00	0.00	0.0	12.50	0.00	0.0
34323	GRAVE - OPENING AND CLOSING FEES	14,200.00	5,200.00	36.6	1,183.33	800.00	67.6
36100	INTEREST EARNINGS	340.00	109.79	32.3	28.33	0.00	0.0
36340	SALE OF CEMETERY LOTS	15,500.00	0.00	0.0	1,291.67	0.00	0.0
Total REVENUES		32,465.00	5,837.79	18.0	2,705.41	1,040.00	38.4
EXPENDITURES							
43400	CEMETERIES	42,606.00	12,947.14	30.4	3,550.51	0.00	0.0
Total EXPENDITURES		42,606.00	12,947.14	30.4	3,550.51	0.00	0.0
Total HILLCREST CITY CEMETERY		10,141.00	7,109.35	70.1	845.10	1,040.00	123.1

G/L Month: 12 DECEMBER
Beginning Fund: 110 Beginning Function: ZZZZZ
Ending Fund: 433 Ending Function: ZZZZZ

* End of Report: CITY OF WHITE HOUSE *

RESOLUTIONS....

January 9, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Ashley Smith, Parks and Recreation Director
Re: Hillcrest Cemetery Fee Schedule Revision

During the Cemetery Board Meeting on January 8th, the members voted to increase the charge for opening and closing a grave by \$50, making the cemetery fee \$650 if a marker is already present or \$850 if no marker is present. Adams Burial Service increased the charge for performing a burial at Hillcrest by \$50. This is the first increase since January 2006. I am asking for your approval of this resolution. Thank you.

Current Fee:	\$600.00 or	*\$800.00 (includes \$200 marker fee)
Proposed Fee:	\$650.00 or	*\$850.00 (includes \$200 marker fee)

RESOLUTION 13-01

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE SCHEDULE OF FEES FOR HILLCREST MUNICIPAL CEMETERY.

WHEREAS, pursuant to Ordinance 02-08, the Board of Mayor and Aldermen established by Resolution 02-13 a schedule of fees for the Hillcrest Cemetery; and

WHEREAS, at the recommendation of the Cemetery Board, the Board of Mayor and Aldermen desires to amend the schedule of fees for the Hillcrest Municipal Cemetery;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the schedule of fees for the Hillcrest Municipal Cemetery is amended as indicated below:

Sale of Lots	\$750
Openings and Closings	\$800 \$850 (\$650 \$600 if a marker is already installed)
Refundable Marker Deposit	\$200
Placement of Cremains	\$300
Move Out of Hillcrest	\$500
Move Within Hillcrest	\$1,000
Monument Foundation Fee	\$0.25 / square inch
Cost to Scatter Cremains	\$25

Adopted this 17th day of January 2013.

Michael Arnold, Mayor

ATTEST:

Amanda Priest, City Recorder

ORDINANCES....

FINANCE....

January 2, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe W. Moss, Public Works Director
Re: Request to Approve Engineer's Professional Agreement

On this date, January 2, 2013, I am requesting that the Mayor and Board of Alderman approve McGill Engineer's Professional Agreement for continued Engineering Services for the Wastewater Division.

The Agreement between the City and McGill Associates expired at the end of last month. This is a request to enter into an agreement with McGill Associates for another five (5) year term.

As you are aware, McGill has been serving as the City's wastewater engineers for several years. We currently have projects that are underway and one that is about to start. Ben Simerl and his team have served the City well in their tenure as the City's wastewater engineers. Therefore, I'm recommending that the Mayor and Board of Alderman accept and approve McGill Associates professional services agreement.

I've attached McGill's Agreement document for your review and consideration. The City Attorney has reviewed the document and Valerie's requested changes have been incorporated in the attached document.

Should you have any questions regarding this contract award request, please call me at 406-0177.

AGREEMENT
BETWEEN
THE CITY OF WHITE HOUSE, TN
AND
MCGILL ASSOCIATES, P.A.
FOR
PROFESSIONAL SERVICES

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of White House, Tennessee (“Owner”) and

McGill Associates, P.A. (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.

- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to terminate the specific Task Order and/or this Agreement and Owner may pursue any and all remedies available to Owner at law or equity.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
 - 1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the

discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an

additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.

- B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

- B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

6.06 *Controlling Law:*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Specific Project is located.

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

- A. With respect to each Task Order, Specific Project, and Site:
 - 1. Owner has disclosed to Engineer in writing the existence of all Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location, known to Owner.

2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the

party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- D. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
3. *Agreement*: This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
4. *Application for Payment*: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid*: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.

13. *Construction Cost*: The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants*: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period*: The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective*: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings*: That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement*: The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date

on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement:* The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order:* The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer:* The individual or entity named as such in this Agreement.
27. *Field Order:* A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions:* That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste:* The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs:* Polychlorinated biphenyls.
33. *Petroleum:* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project:* The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings:* The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

37. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. *Resident Project Representative:* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. *Samples:* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site:* Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications:* That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. *Specific Project:* An undertaking of Owner as set forth in a Task Order.
44. *Subcontractor:* An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
45. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.
47. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs:* The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal,

accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment I, Task Order (Suggested Form)

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work

Exhibit F, Construction Cost Limit (not included)

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit I, Limitations on Liability (not included)

Exhibit J, Special Provisions (not included)

Exhibit K, Amendment to Task Order (not included)

8.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: Gary R. McGill, P.E.

Title: _____

Title: Principal

Engineer License or Firm's Firm #2784
Certificate No. _____

State of: Tennessee

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City of White House

McGill Associates, P.A.

105 College Street

2240 Sutherland Avenue, Suite 2

White House, Tennessee 37188

Knoxville, Tennessee 37919

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Title: _____

Benjamin R. Simerl, P.E.
Title: Senior Project Manager

Phone Number: _____

Phone Number: 865-540-0801

Facsimile Number: _____

Facsimile Number: 865-595-4999

E-Mail
Address: _____

E-Mail ben.simerl@mcgillengineers.com
Address: _____

SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ Construction Contracts.

2. Services of Engineer

[Check all that apply.]

Study and Report Services

[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]

Design Services

[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]

Designing to a Construction Cost Limit

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

SUGGESTED FORM OF
TASK ORDER

Bidding or Negotiating Services

[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]

Construction and Commissioning Services

[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]

Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]

Other Services

[After reviewing Part 5 of Exhibit A, Engineer's Services,, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]

Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: *[Here state any additions or modifications to Exhibit B, for this Specific Project.]*

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

SUGGESTED FORM OF
TASK ORDER

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services (Study and Report, Design, Bidding or Negotiating, Construction and Commissioning, Other Services)	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	
Resident Project Representative	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	
Additional Services Requiring an Amendment to Task Order	Choose <u>One</u> : A. [Omitted] B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

9. Documents Incorporated By Reference:

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Engineer's Services

PART 1 – STUDY AND REPORT PHASE SERVICES

A1.01 Study and Report Phase

For each Task Order that includes study or report services, select from or supplement the following possible services:

A. The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by:

Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:

- a. opinion of probable Construction Cost,
 - b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,
 - c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.

7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2: DESIGN ACTIVITIES

A1.02 Preliminary Design Phase

A. Engineer shall on the basis of the above acceptance, selection, and authorization:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.
5. Furnish the Preliminary Design Phase documents to and review them with Owner.
6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

A1.03 Final Design Phase

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.
4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
6. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3: BIDDING AND NEGOTIATION

A1.04 Bidding or Negotiating Phase

A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Task Order).

PART 4: CONSTRUCTION AND COMMISSIONING

A1.05 Construction Phase

A. Engineer shall provide the following services:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress :
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to

spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. *Inspections and Tests*: Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the

Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Final Notice of Acceptability of the Work:* Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 19. *Defective Work:* Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.
 20. *Correction Period:* Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate

upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 *Commissioning Phase*

A. Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

PART 5– OTHER SERVICES

A2.01 *For each Task Order, consider the inclusion of the following possible services:*

A. Engineer shall:

1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Provide renderings or models for Owner's use.
4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or

related engineering services needed for the transfer of interests in real property; and provide other special field surveys.

6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.

PART 6: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER

A2.02 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
 4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
 5. Overtime work requiring higher than regular rates.
 6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.
 6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
 8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- R. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

- B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:
 - 1. Method A: Lump Sum
 - 2. Method B: Standard Hourly Rates

C2.02 Explanation of Methods

- A. Method A – Lump Sum
 - 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 - 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 - 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
- B. Method B – Standard Hourly Rates
 - 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
 - 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of 1/1/2013) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of 1/1/2013) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.1.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is Appendix 1 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated _____, _____, **Standard Hourly Rates Schedule**

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Professional Fees	Hourly Rate
Senior Project Manager	\$155.00
Project Manager	\$135.00
Project Specialist	\$135.00
Financial Analyst	\$100.00
Senior Project Engineer	\$120.00
Project Engineer	\$105.00
Engineering Associate	\$85.00
Senior Engineering Technician	\$90.00
Engineering Technician	\$75.00
Senior Planner	\$100.00
Associate Planner	\$85.00
Planner	\$70.00
Surveying Associate	\$75.00
Senior Construction Administrator	\$100.00
Construction Administrator	\$80.00
Construction Document Coordinator	\$60.00
Senior Construction Field Representative	\$75.00
Construction Field Representative	\$65.00
Surveying Services Manager	\$155.00
Survey Manager	\$105.00
Senior Survey Technician	\$65.00
Survey/GIS Technician	\$55.00
Firm Principal	\$180.00
Finance Officer	\$90.00
Senior CADD Operator	\$75.00
CADD Operator	\$65.00
Clerical	\$50.00

Mileage shall be billed at \$0.65/mile. Robotics/GPS Equipment shall be billed at \$25.00 per hour. Telephone, reproduction costs, postage, and other incidental expenses shall be a direct charge per receipt. Associated services required by the project such as soil analysis, materials testing, etc. shall be at cost plus ten (10) percent.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER: City of White House

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: McGill Associates, P.A.

NOTICE DATE:

To: City of White House _____
OWNER

And To: _____
CONTRACTOR

From: McGill Associates, P.A. _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of Engineer.
3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. Said Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referenced in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with Owner and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referenced in this Notice nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Each Accident:	\$500,000
	2) Disease, Policy Limit:	\$500,000
	3) Disease, Each Employee:	\$500,000
c.	General Liability –	
	1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
	2) General Aggregate:	\$2,000,000
d.	Excess or Umbrella Liability –	
	1) Each Occurrence:	\$1,000,000
	2) General Aggregate:	\$1,000,000
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f.	Professional Liability –	
	1) Each Claim Made:	\$1,000,000
	2) Annual Aggregate:	\$1,000,000

2. *By Owner:*

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Each Accident	\$500,000
	2) Disease, Policy Limit	\$500,000
	3) Disease, Each Employee	\$500,000
c.	General Liability –	
	1) General Aggregate:	\$1,000,000
	2) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
d.	Excess Umbrella Liability --	
	1) Each Occurrence:	\$1,000,000
	2) General Aggregate:	\$1,000,000
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f.	Other (specify): Hired and Non-Owned Liability	\$1,000,000

B. *Additional Insureds:*

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a qualified mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

January 2, 2013

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe W. Moss, Public Works Director
Re: Request to Approve Engineer's Task Order #1

On this date, January 2, 2013, I am requesting that the Mayor and Board of Alderman approve McGill Engineer's Task Order #1 for General Services for the Wastewater Division.

The Wastewater System Technical Assistance task order is for general engineering consultation that is needed from time to time for the wastewater system. The funding for this work is budgeted annually in the Wastewater Fund Budget at a rate of approximately \$25,000.

The fee associated with this work is the going hourly rate for the person completing the task; which can range from a low of \$50.00 per hour to a high of \$155.00 per hour. The complete Professional Fee table can be found in Appendix I of the Engineer's Agreement.

I've attached McGill's Task Order #1 document for your review and consideration.

Should you have any questions regarding this contract award request, please call me at 406-0177.

This is Task Order No. 1,
consisting of 2 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

Title: Wastewater System Technical Assistance

2. Services of Engineer

The Engineer will provide the City assistance with general engineering matters, as requested by City staff. This assistance includes, but is not limited to, review of requests for sewer availability from third parties, review of developer sewer plans and specifications, assistance with treatment plant permitting and operations, and other items as requested.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Payments to Engineer

A. Owner shall pay Engineer for services rendered using the Engineer's Standard Hourly Rates.

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

5. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

January 2, 2013

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Joe W. Moss, Public Works Director
Re: Request to Approve Engineer's Task Order #2

On this date, January 2, 2013, I am requesting that the Mayor and Board of Alderman approve McGill Engineer's Task Order #2 for Engineering Services for the Treatment Plant Expansion Project for the Wastewater Division.

The City has requested funding from the TDEC SRF loan/grant program. The City has been awarded a \$2,000,000.00 loan with 20% principal forgiveness discount to complete the improvements at the wastewater treatment plant.

The *preliminary* numbers supplied by TDEC for the loan are as follows:

- | | |
|---------------------------|-------------------------|
| 1. Requested Loan Amount: | \$2,000,000.00 |
| 2. SRF Loan Discount: | \$400,000.00 (20%) |
| 3. Actual Loan Amount: | \$1,600,000.00 |
| 4. Loan Fee: | 1.00% on a 20-year loan |

These improvements include the installation of a much needed headworks system and the installation of a fixed irrigation disposal system.

The engineering fee associated with this task is projected to be approximately \$276,000.00.

I've attached McGill's Task Order #2 document for your review and consideration.

Should you have any questions regarding this contract award request, please call me at 406-0177.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: Wastewater Treatment Plant Improvements
 - B. Description: The project consists of the design of improvements to the City's Wastewater Treatment Plant including influent screens, equalization basin aeration system, and fixed irrigation disposal system using the existing disposal permit.
 - C. Number of Construction Contracts

The Project is anticipated to be constructed under one (1) Construction Contract.

2. Services of Engineer
 - Study and Report Services
 - Design Services
 - Bidding Services
 - Construction Services
 - Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

- Other Services – Funding Administrative Services

The Engineer will provide the Owner assistance in applying for and subsequently fulfilling the project administrative requirements set forth by the project's funding agency. These services will include, but not be limited to, assistance with specific bidding and DBE requirements, funding agency review meetings, reimbursement requests, project re-budgeting, and construction project inspections.

- Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date (Duration)</u>
Study and Report Phase	Funding Agency Loan Approval Date
Design Phase	6 months after Loan Approval
Bidding and Award Phase	2 months after Agency Approval of Design Plans
Construction Phase	10 months after Bidding and Award

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Study and Report Phase	A. Lump Sum	\$20,000
Design Phase	A. Lump Sum	\$125,400
Bidding and Award Phase	A. Lump Sum	\$12,000
Construction Phase	A. Lump Sum	\$38,800
Funding Administrative Services	B. Standard Hourly Rates (not to exceed)	\$25,000
Resident Project Representative	B. Standard Hourly Rates (not to exceed)	\$54,800
Additional Services Requiring an Amendment to Task Order	B. Standard Hourly Rates	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

OTHER BUSINESS...

DISCUSSION ITEMS...

OTHER INFORMATION....

Budget Calendar for FY 2013-2014 Annual Budget

<u>Milestone</u>	<u>Date</u>
CIP template distributed to Dept Heads by City Recorder	January 17 th
Department Head Budget Retreat	January 24 th
6 year Capital Improvements Submissions due	February 7 th
Departmental Worksheets prepared by Finance and distributed to Dept Heads New Position requests due to City Administrator from Dept Heads List of projects not in CIP due to Administrator from Dept Heads	February 21 st
Dept Head meeting to discuss summary and cost of any non-CIP projects	February 25 th -26 th
Department Heads submit schedule of any anticipated certifications requiring rate increases to HR	February 28 th
Initial revenue projections due to Administrator from Finance FY22-12 projected expenditures due to Finance from Dept Heads	March 4 th
Board of Mayor and Alderman Budget Retreat	March 6 th – 7 th
Finance Director redistributes worksheets to Dept Heads	March 21 st
FY12-13 proposed expenditures due to Finance from Dept Heads Salary projections including COL, and salary adjustments, Longevity Pay, Authorized Position Schedule, Authorized Position FY Comparison and Benefit Summary Chart due to Finance from HR	April 4 th
City Administrator and Finance Director Review proposed budget	April 22 nd – 25 th
City Recorder distributes CIP detail templates to Dept Heads	April 25 th
Board Study Session	May 2 nd
CIP detail sheets due to City Recorder from Dept Heads	May 7 th
Budget Ordinance delivered to Board of Mayor and Aldermen	May 9 th
First Reading of Budget (Regular Board Meeting)	May 16 th
Budget publication due 10 days before final passage	by June 4 th
Public Hearing and Second Reading of Budget (Regular Mtg.)	June 20 th
Beginning of FY 2012-2013 Annual Budget	July 1 st