

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
June 15, 2023
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of the Minutes from the May 18th Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Proclamation
9. Public Comment
10. Public Hearings
 - a. **Ordinance 23-08:** An ordinance adopting the annual budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024.
 - b. **Ordinance 23-09:** An ordinance to de-annex certain territory within the corporate boundaries of the City of White House located at North Palmers Chapel Road.
 - c. **Ordinance 23-10:** An ordinance amending the Municipal Code Title 18, Chapter 3, Sewer Rates, Fees, and Charges, Section 18-301 and 18-302.
 - d. **Ordinance 23-11:** An ordinance amending the Municipal Code Title 17, Chapter 1, Refuse, Section 17-113.
11. Communication from Mayor, Aldermen, City Attorney, and City Administrator
12. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library
 - J. Municipal Court
13. Consideration of the Following Resolutions:
 - a. **Resolution 23-04:** A resolution to renew the joint Inter-local Agreement between Sumner and Robertson Counties for exchanging territory and areas of responsibility served by emergency medical services.
 - b. **Resolution 23-05:** A resolution amending the schedule of permit and development fees for multiple City departments.
 - c. **Resolution 23-06:** A resolution amending the schedule of fees for Hillcrest Municipal Cemetery.

- d. **Resolution 23-07:** A resolution amending the Parks and Recreation schedule of fees for tournaments and establishing open space rental fees for the Michael L. Arnold Municipal Park.
- e. **Resolution 23-08:** A resolution authorizing appropriations for financial aid of non-profit organizations.

14. Consideration of the Following Ordinances:

- a. **Ordinance 23-08:** An ordinance adopting the annual budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024. *Second Reading*
- b. **Ordinance 23-09:** An ordinance to de-annex certain territory within the corporate boundaries of the City of White House located at North Palmers Chapel Road. *Second Reading.*
- c. **Ordinance 23-10:** An ordinance amending the Municipal Code Title 18, Chapter 3, Sewer Rates, Fees, and Charges, Section 18-301 and 18-302. *Second Reading*
- d. **Ordinance 23-11:** An ordinance amending the Municipal Code Title 17, Chapter 1, Refuse, Section 17-113. *Second Reading.*

15. Purchasing:

- a. To approve or reject City Administrator Gerald Herman to enter into an agreement with CSR Engineering in the amount of \$98,400 for engineering services for the SR76 and Pleasant Grove Road intersection. The City Administrator recommends approval.

16. Other Business:

- a. Appointment of Ward 4 Alderman

17. Discussion Items:

18. Other Information:

19. Adjournment:



CSR Engineering Inc.
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Pleasant View, TN 37146
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Fax: (615) 246-3815
www.csrengineers.com

June 12, 2023

CSR Engineering Proposal No. 2023-25

Gerald Herman
City of White House
105D College Street
White House, TN 37188

**RE: PROPOSAL FOR ENGINEERING SERVICES SR76-PLEASANT GROVE
INTERSECTION PROJECT – CITY OF WHITE HOUSE, ROBERTSON COUNTY, TN**

Mr. Herman,

CSR Engineering, Inc. is pleased to SR76-Pleasant Grove Road Turn Lanes and Signal Installation Project in White House. We propose the scope of work and associated fees below. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the following **General Scope of Work**.

General Scope of Work (Design)

1. **Survey** site to determine/verify locations of pertinent roadway and drainage features and visible utility and related infrastructure. Also, includes boundary and topographic survey of observable pertinent field conditions.
2. **Review and Incorporation of Recent Traffic Counts and Traffic Studies** to allow for appropriate design parameters of laneage requirements and timing optimization.
3. **Roadway Design Plans:** Construction plans will be developed according to TDOT design guidelines, the latest available traffic impact analyses in the vicinity of this intersection and recent traffic volume counts and analysis associated with signalization. CSR will prepare a construction set containing specifications and plans for the City to use for bids. The final set of plans for construction will include:
 - Quantities with General and Special Notes
 - Roadway Plans and Cross Sections
 - Erosion Prevention and Sediment Control
 - Signage Plans
 - Striping Plans
 - Traffic Control in accordance with MUTCD
 - Drainage Details
 - Signalization Plans and Details
 - ROW Plans, Drawings, Descriptions to assist in the ROW acquisition process
 - Finalized plans, details and specifications

A final opinion of probable cost will be given once plans are complete. The opinion will be based on TDOT Average Unit Prices. Utility relocation costs will not be included in the Opinion of Probable Cost.

The fee for these services will be a lump sum of **\$98,400.00**. Services provided will be limited to the detailed scope of work written above. This proposal does not include any items not stated in the General Scope of Work. Any subsequent engineering services desired by the city will be included in later proposals.

ITEMS SPECIFICALLY EXCLUDED (ROW & COORDINATION)

Given the necessity for these yet the uncertainty in the amount of effort required, the following services for this contract will not be included as a part of this lump sum design contract. These services may be requested by the City at a later date and included in a separate or amended contract.

1. **Attend Scheduled Project Meetings:** Prepare the agenda, attend, and conduct meetings as required with any City or State personnel, contractors, utility owners or other agencies affected by the project. Be prepared to discuss progress, upcoming events in the schedule, and problems associated with the project. Record significant information and discussed at meetings and distribute written minutes to the appropriate agencies.
2. **ROW acquisition assistance** and coordination with City administration and City Attorney (includes the survey documents, descriptions and staking that will be part of the acquisition procedures, assumes City Attorney corresponds with owners and coordinates Title, Closing and Register tasks)
3. **Bidding/Award & Construction Services**

CSR's engineering services will be subject to the Terms and Conditions as attached in Exhibit "A." We will bill by percentage complete at the end of any significant portion of work. The fee quoted includes compensation for basic services listed above. We will begin work immediately upon receipt of a signed contract and will work on a reasonable and coordinated schedule to submit documents as required by the City's plan for project construction and/or funding coordination efforts.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

CSR Engineering, Inc.



Kevin Walker, P.E.
Principal Engineer

Accepted by:

Gerald Herman, City Administrator

Date

EXHIBIT "A"

CSR ENGINEERING, INC. GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon

public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated 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 hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of

termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction

contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one and one-half percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts,

fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.