CA097625

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) Land Use, Planning, Transportation, Code Enforcement

For Commission Action on (date) 03/16/09

DESCRIPTION OF ITEM: RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY GOVERNMENT AND DALHOFF THOMAS DAWS LLC (DTD LLC) IN THE AMOUNT OF $247,500.00 FOR THE PURPOSE OF PREPARING THE SOUTHERN POPLAR CORRIDOR STUDY FOR THE MEMPHIS METROPOLITAN PLANNING ORGANIZATION; FUNDING FOR THIS PROJECT IS 80% FEDERAL AND 20% CITY/COUNTY. THIS ITEM REQUIRES AN EXPENDITURE OF $247,500.00 OF WHICH 80% IS FEDERALLY FUNDED AND 20% CITY/COUNTY FUNDED. SPONSORED BY COMMISSIONER MIKE RITZ.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: County CIP Funds- $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $198,000.00

Other funds (Specify source and amount): $ 49,500.00 City/County local match

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: Department of Regional Services
APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:	Martha Lott 379-7860		3-4-09
Elected Official:			
Division Director:	Richard Copeland 576-7196		3/4/09
CIP – A&F Director:			
Finance Dept.	Mike Swift		3/5/09
County Attorney:	Mary L. Bright 545-4963	mlb	3/5/09
CAO/Mayor:	**James F. Huntzicker 545-4514**		3-5-2009

SUMMARY

I. Description of Item

A RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY GOVERNMENT AND DALHOFF THOMAS DAWS LLC (DTD LLC) IN THE AMOUNT OF $247,500.00 FOR THE PURPOSE OF PREPARING THE SOUTHERN POPLAR CORRIDOR STUDY FOR THE MEMPHIS METROPOLITAN PLANNING ORGANIZATION; FUNDING FOR THIS PROJECT IS 80% FEDERAL AND 20% CITY/COUNTY. THIS ITEM REQUIRES AN EXPENDITURE OF $247,500.00 OF WHICH 80% IS FEDERALLY FUNDED AND 20% CITY/COUNTY FUNDED. SPONSORED BY COMMISSIONER MIKE RITZ.

II. Source and Amount of Funding

- $100,000 from FYO9 budget, account # 380-271111-6634
- $147,500 from FY10 budget (contingent on adoption), account # 384-271111-6634

These are estimates. A new encumbrance form and purchase order will be completed for FY10.

III. Contract Items

A. Type of Contract – Contract Amendment

B. Terms – Upon Execution – June 30, 2010

IV. Additional Information Relevant to Approval of this Item

The Administration recommends approval of this Resolution.

ITEM #_____ PREPARED BY: Martha Lott

COMMISSIONER Mike Ritz APPROVED BY: _____

RESOLUTION APPROVING A CONTRACT BETWEEN SHELBY COUNTY GOVERNMENT AND DALHOFF THOMAS DAWS LLC (DTD LLC) IN THE AMOUNT OF $247,500.00 FOR THE PURPOSE OF PREPARING THE SOUTHERN POPLAR CORRIDOR STUDY FOR THE MEMPHIS METROPOLITAN PLANNING ORGANIZATION; FUNDING FOR THIS PROJECT IS 80% FEDERAL AND 20% CITY/COUNTY. THIS ITEM REQUIRES AN EXPENDITURE OF $247,500.00 OF WHICH 80% FEDERAL AND 20% CITY/COUNTY FUNDED. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, The Memphis Urban Area Metropolitan Planning Organization (MPO), through the Department of Regional Services of Shelby County Government, is the organization responsible for planning the creation of an efficient transportation system in the Memphis urban area and for the appropriate use of federal transportation funds in that area; and

WHEREAS, The U.S. Department of Transportation regulations (23 CFR 450) give the Memphis Urban Area MPO the responsibility of cooperatively carrying out transportation planning activities (including corridor and sub area studies), which shall provide for transportation needs of the urbanized area, identify new facilities or changes in existing facilities, and be consistent with the area's overall goals and objectives; and

WHEREAS, The Shelby County Purchasing Department received RFP #09-010-26 on October 24, 2008; and

WHEREAS, The MPO Selection Review Committee, Chaired by Bartlett Mayor A. Keith McDonald, Vice Chair of the Memphis MPO Transportation Policy Board, selected Dalhoff, Thomas, Daws LLC (DTD LLC) to prepare the study; and

WHEREAS, The Southern / Poplar Corridor Study is to be completed and submitted on or before June 30, 2010; and

WHEREAS, The Southern / Poplar Corridor Study will be performed to identify future infrastructure needs in the MPO study area.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR SHELBY COUNTY, TENNESSEE, That they do hereby approve the contract with Dalhoff Thomas Daws LLC (DTD LLC) for $247,500.00.

BE IT FURTHER RESOLVED That funds in the amount of $100,000.00 are herby appropriated from the FY 2009 Budget Account Number 380-271111-6634, and funds in the amount of $147,500.00 are appropriated, pending adoption of FY10 budget, from Account Number 384-271111-6634.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the contract amendment and any and all other documents necessary in order to effectuate the intent of this resolution.

BE IT FURTHER RESOLVED That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed $247,500.00 and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr. County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

   DALHOFF THOMAS DAWS, LLC.

2. DATE OF GRATUITY

   N/A

3. NATURE AND PURPOSE OF THE GRATUITY

   N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

   N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

   N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

3.3.09
Date

ROBERT DALHOFF
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

CONTRACT NO. CA 097625

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Regional Services

2. Preparer's Name, Telephone #, and E-Mail Address:
Gwen Harvey, 379-7842, gwen.harvey@shelbycountytn.gov

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Professional Services for preparing the Southern Poplar Corridor Study for the Memphis and Shelby County Metropolitan Planning Organization.

4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Dalhoff Thomas Daws LLC
6625 Lenox Park Blvd. Suite 100
Memphis, TN 38115
VENDOR NO.
EOC NO. EOC-S-0809-13370

5. COST OF ITEM OR SERVICE REQUESTED: $247,500.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: Upon execution - June 30, 2010

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
380-271111-6634-$100,000.00 FY09 budget
384-271111-6634-$147,500.00 FY10 budget(contingent on adoption)

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS
a. ☒ Bid/RFP Process - # & Date RFP# 09-010-24
b. ☐ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description
☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
☐ MALE ☐ FEMALE
☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
☐ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
☒ N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)
Routing for signatures

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD — DATE 3/3/09

ELECTED OFFICIAL

DIVISION DIRECTOR — DATE 3/3/09

This contract (the "Contract") entered into this _____ day of _____, 2009, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and DALHOFF THOMAS DAWS LLC (DTD LLC)hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY has the need for professional services to prepare a Southern Poplar Corridor Study for the Memphis and Shelby County Government's Division of Planning and Development Department of Regional Service, Memphis Metropolitan Planning Organization (MPO).

WHEREAS, the COUNTY issued a Request for Proposals ("RFP") Number 09-010-24, Southern Poplar Corridor Study, on October 24, 2008, and CONSULTANT responded to said RFP on November 13, 2008; and

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the RFP was awarded to the CONSULTANT by the County on January 7, 2009; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the COUNTY's RFP Number 09-010-24, Southern Poplar Corridor Study, and CONSULTANT's response thereto which is attached hereto as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services").

TERM AND COMPENSATION

TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue through June 30, 2010.

   The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed TWO HUNDRED FORTY SEVEN THOUSAND AND FIVE HUNDRED 00/100($247,500.00) Dollars (the "Fee") during the term of this Contract, which shall include all reimbursable expenses.

3. The Fee shall be paid in accordance with the Scope of Services included within the attached Exhibit "A".

4. The CONSULTANT shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 34 of this Contract to the attention of Martha Lott. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONSULTANT based on CONSULTANT'S non-performance or negligent performance of any of the Services under this Contract.

II. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

   All Services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

   The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent CONSULTANT over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONSULTANT has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONSULTANT for the Services performed shall be on the CONSULTANT's letterhead.

4. REPORTS

CONSULTANT shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this

Contract if, after its execution, the COUNTY determines that:

i) Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

ii) CONSULTANT has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or

iii) CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

d. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by