



BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 14, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by David Smith, New Hope Christian Church

FUTURE MEETINGS

Board of Education, November 16 at 7 p.m.

Historic Preservation Commission, November 20 at 7 p.m.

BPACC Advisory Board, November 21 at 6 p.m.

Bartlett Arts Council, November 21 at 6:30 p.m.

Design Review Commission, November 21 at 6:30 p.m.

RECOGNITIONS

Mayor's Youth Council fundraising efforts for Puerto Rico

Mayor's Youth Council President Sean Greene announced that the group raised \$4,104.25 for hurricane relief in Puerto Rico, and donated the funds to Samaritan's Purse. The Council raised the funds on Saturday, October 21 at the three local Kroger stores.

Fire Prevention Poster Contest Winners

Fire Marshal Howard McNatt stated that this year's theme is "Every Second Counts; Know Two Ways Out." The local winners will receive a cash prize and compete in the statewide competition.

The winners are:

Judah Maliskas, kindergartner at Bartlett Baptist
Ariel Woodall, first grader at Rivercrest Elementary
Charli Wiggins, second grader at Bon Lin Elementary
Kerrington Land, third grader at Rivercrest Elementary
Peyton Miller, fourth grader at Bon Lin Elementary
Reagan Frost, fifth grader at Ellendale Elementary
Vincent Vongphrachanh, sixth grader at Appling Middle
Emilia Shoror, seventh grader at Appling Middle

Hannah Raddatz, eighth grader at Appling Middle
Olivia Williams, ninth grader at Bartlett Academy

*****Official Business of the Day*****

MINUTES ACCEPTANCE

Minutes of the October 24, 2017 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Fourteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Bid for one snow plow and salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Stringfellow, Inc. at a cost of \$34,932.00. Funds are available in Account 311.48311.785.30718.
- 3 Bid for Singleton Community Center's gym roof replacement. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid for the Singleton Community Center's gym roof replacement project from Affordable Construction in the amount of \$114,500.00, plus a contingency amount of \$25,000.00. Ross Witt will provide construction management for \$6,700. The total project cost is \$146,200.00. Funds are available in Account 311.448311.780.51718.
- 4 Dispense with second Board of Mayor and Aldermen meeting in December. (Mark Brown, Chief Administrative Officer)**

NEW BUSINESS**I Appoint Anne Faulks to the BPACC Advisory Board. (A. Keith McDonald, Mayor)**

Ms. Faulks will complete John Levesque's term. Her term will expire December 31, 2017.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

2 Resolution 48-17, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$8,049.55 and to amend the Fiscal Year 2018 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)

This grant of \$8,049.55 will cover half of the cost of the police department's bulletproof vest purchase. The City will match the second half.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

3 Resolution 49-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mayor McDonald noted that this resolution allocates an additional \$5,000 to the Bartlett Square fund. The Bartlett City Schools administration offices are moving from Bartlett High School to Bartlett Square, which is east of Side Porch Steakhouse.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:14 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 24, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Absent, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Absent.

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Board of Education, October 26 at 7 p.m.

Bartlett Station Commission, November 1 at 7:30 a.m.

City Beautiful Commission, November 2 at 6:30 p.m.

Family Assistance Commission, November 6 at 6 p.m.

Planning Commission, November 6 at 7 p.m.

Parks and Recreation Advisory Board, November 9 at 7 p.m.

Bartlett Historical Society, November 13 at 7 p.m.

RECOGNITIONS

*****Official Business of the Day*****

MINUTES ACCEPTANCE

Minutes of the October 10, 2017 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

Minutes Acceptance: Minutes of Oct 24, 2017 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

- I. Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads.

No one spoke for or against Resolution 43-17.

Adjourned at 7:10 p.m.

UNFINISHED BUSINESS

- I **Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning Kimberly Taylor stated that this special use permit is being amended to add an independent living facility with memory care to the assisted living facility originally planned. This facility will be located in the Commercial-Highway Zoning District, so it requires a special use permit. The Planning Commission forwarded this resolution to the Board with a favorable recommendation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

- I **Special event permit for One Less Orphan 5K Fundraiser. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 11 from 8 to 10 a.m. at Faith Baptist Church.
- 2 **Special event permit for Ellendale Baptist Church fall festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Tuesday, October 31 from 6 to 8 p.m. at Ellendale Baptist Church.

3 Well pump replacement at Water Treatment Plant #3. (Rick McClanahan, Director of Engineering)

Request authorization for National Water Service to rebuild and replace Well Pump #2 at the Ardie Road Plant a total cost of \$40,304. Funds are available in Account 510.51200.262.

4 Bid for one side-loader refuse truck. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Worldwide Equipment at a cost of \$129,151.00. Funds are available in Account 122.48122.935.

5 Treasurer's report for September 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$79,809,042
Year-to-date Expenditures	\$19,792,212
Adopted Budget Revenues	\$79,809,042
Year-to-date Revenues	\$7,481,616

NEW BUSINESS

I Bid for W.J. Freeman Park Improvements, Phase 2. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest total base bid from Encor, LLC in the amount of \$957,151.00, plus the bid for the parking lot lighting in the amount of \$110,000.00. The total contract award for this project will be \$1,217,151.00, which includes a contingency amount of \$150,000. Funds are available in Account 311.48311.780.51401.

Bo Maharrey, Parks Maintenance Manager, stated that this phase of improvements to W.J. Freeman Park will include adding a cricket field, two multipurpose fields, and a large parking lot adjacent to Veteran's Park.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

OPEN DISCUSSION

Fire Chief Terry Wiggins announced that the Annual Volunteer Firefighters Pancake Breakfast served more than 2,000 people.

Patsy Dawson, 6301 Oak Walk Lane, told the Board that a nearby house is being used and advertised as a vacation rental on Airbnb. Mrs. Dawson says every Thursday five to seven cars arrive at the house and stay until Sunday. The homeowners charge \$247 a night to rent the home. She said she understands that Bartlett does not have an ordinance against renting a home as a vacation rental, but she believes it should. Mrs. Dawson said this home is basically a hotel where guests come and go at all times, and she's concerned about the caliber of the guests. Mayor McDonald suggested that while the City is working on a legal solution to this issue that Mrs. Dawson report the noise ordinance violations to the police.

Dianne Martin, 3687 Briar Trail Cove, also spoke to the Board regarding the Airbnb house in her neighborhood. She asked if there is a City ordinance that prohibits cars from being parked in front of residences. Mayor McDonald explained that the City cannot prohibit that since the streets are public. Mrs. Martin stated the guests' vehicles often block her mailbox, to which Mayor McDonald told her that is illegal and should be reported to the

police via the City's non-emergency phone number. He added that the vacation rental/Airbnb issue was hotly debated in the State Legislature last year, and he expects it to be again this year. Mayor McDonald explained that some communities have approved ordinances regulating this issue, but they are also being challenged in court. He added that Bartlett doesn't always want to be the first to enact legislation because court challenges are costly to taxpayers. Once the legality of vacation rental regulations is decided, Bartlett will enact its own ordinance.

Sam Dawson, 6301 Oak Walk Lane, also spoke about the Airbnb issue. He asked what he and his neighbors can expect from the Board about this issue. Mayor McDonald stated that the Board is already working on addressing this issue. He said that he has spoken to the City Attorney, and the administration is looking for legal answers to this problem, and he will ask the Planning Department to determine if other City ordinances would apply. Mayor McDonald reiterated that the vacation rental/ Airbnb issue is a national issue, and the administration is waiting for the courts to determine the length to which municipalities can go in regulating it.

Mr. Dawson asked if the City's administration has discussed the issue with Germantown or Collierville because both cities have Airbnb ordinances. Mayor McDonald stated that while Collierville does have an ordinance addressing vacation rentals, he doesn't expect it to survive a legal challenge.

Mr. Dawson said the house in question is rented out to tribes with five or six cars parked in the cove. He said he or his neighbors can't leave their homes when the rental guests leave because of the number of cars and congestion. Mr. Dawson claimed his neighborhood, Oak Forest, is too nice for this kind of problem. He complained that it is illegal for him to run a retail business out of his home, but homeowners can run a hotel out of theirs. Mayor McDonald responded that as issues arise, cities move to address them. Mr. Dawson then argued that if this were an issue in the Mayor's neighborhood, it would've already been addressed. Mayor McDonald restated that the administration is concerned about this issue and these citizens.

Mr. Dawson stated that the tenants often leave ahead of a process server's arrival. Mayor McDonald asked Mr. Dawson to elaborate, then Mr. Dawson revealed that the previous homeowners were being evicted, which happened before the home was converted to a vacation rental. Mayor McDonald said the administration would investigate this issue further.

ADJOURNMENT

Meeting adjourned at 7:26 PM

W.C. Pleasant, Register to the
Board of Mayor and Alderman

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 24, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/14/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Police	1990	Toyota Camry	Maroon	4T1SV24E2LU271288
Police	1997	Ford Thunderbird	White	1FALP6245VH111007
Police	1999	Chevy S10 Pick-up	Gray	1GCDT19X5X8172115
Police	2000	Honda Civic	Black	JHMEJ6672YS005547
Police	2000	Nissan Xterra	Red	5N1ED28T9YC517758
Police	2003	Chevy Monte Carlo	Blue	2G1WX12K239419884
Police	2004	Dodge Ram Pick-up	Blue	1D7HA18D24S766759
Police	2004	Buick Rendezvous	Brown	3G5DB03E64S502651
Police	2006	Dodge Ram Pick-up	Blue	1D7HU18286S559544
Police	2007	Volkswagen Jetta	Red	3VWXJ71K87M050010
Police	2010	Infinity G37	Black	JN1CV6EK7AM103165
Police	2006	Ford Fusion SE	Green	3FAFP07106R218569
Police		Onan Genset 6.5RV Generator		
Police		Multiple lots of radios, chargers, speakers, headsets & shoulder mic		

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/14/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one snow plow and salt spreader.

On October 6, 2017 an ad was placed in *The Daily News*. On October 19, 2017, City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Stringfellow, INC	\$34,932.00- Snowdogg #CMI00 With Saltdogg
Viking-Cives Midwest	\$39,882.00 - Boss Heavy duty with Swenson

We recommend the bid be awarded to Stringfellow, Inc. for a total price of \$34,932.00.

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/14/17 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for Singleton Community Center's gym roof replacement.

On August 15, 2017, an ad was placed in *The Daily News*. On October 12, 2017, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Affordable Construction	\$114,500.00
Carroll's Roofing and Construction	\$217,667.00
Medford Roofing	\$96,500.00 (withdrew bid)

We recommend the bid be awarded to Affordable Construction for the price of \$114,500.00, plus a contingency amount of \$25,000.00. Project construction management from RossWitt, PLLC will cost \$6,700.00. Total cost would be \$146,200.00.

Funds are available in Account 311.448311.780.51718.

Thank you for your consideration.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

BID RESPONSE SHEET

FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON DUE 10/12/17 AT 2:00 P.M.

COMPANY/BIDDER		TOTAL BID	SUBS (if any)	BID BOND	Addendums 1,2,3&4
				if yes check	Acknowledged?
1	AFFORDABLE CONSTRUCTION	114,500.00	none	Check	yes
2	CARROLL'S ROOFING AND CONST.	217,667.00	none	bond	yes
3	MEDFORD ROOFING*	96,500.00	none	bond	yes
4					
5					
6					
7					
10					

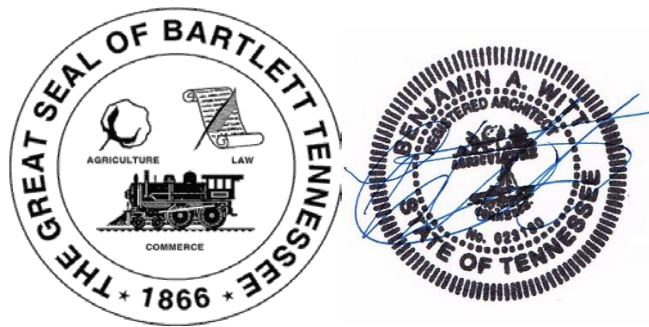
*Apparent low bid pending review

Attachment: FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER bid

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director



FY2018-08-022

DUE: Thursday, September 21, 2017, no later than 2:00 p.m. (CST)

GYMNASIUM ROOF REPLACEMENT SINGLETON COMMUNITY CENTER

Issued: September 15, 2017

ADDENDUM # 1

The following clarifications and changes shall be made a part of the Contract Documents. This Addendum consists of two (2) pages and zero (0) attachments.

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: September 21, 2017

Clarifications:

1. “Versico” is an approved manufacturer – products must meet or exceed the specifications.
2. Section 072100, Clarify – no nail-base insulation is required. No black facings required – match existing white.
3. Detail 1/A6.2 – vertical surface of parapets shall have as a substrate 2” rigid insulation and 1” cover board mechanically secured (screws) over existing vertical metal panels. This is equal to as for roof panels.
4. Existing roof structure is sloped, no tapered insulation is required. TPO is an adhered system and substrate is mechanically secured (screws) to existing metal panels.
5. Contractor is responsible for final cleaning of interior of gym in addition to exterior of gym as far as is related to the contractor’s work. This includes loose debris and dust on gym interior resulting from construction operations.

All other bid specifications and bid date are to remain the same.

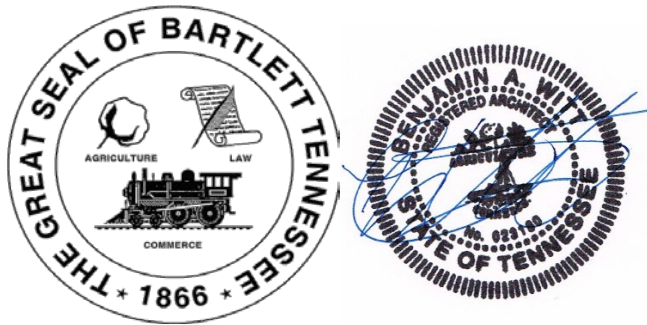
Respectfully submitted,

Benjamin A Witt - Architect
Ross Witt, pllc

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director



FY2018-08-022

DUE: Thursday, September 21, 2017, no later than 2:00 p.m. (CST)

GYMNASIUM ROOF REPLACEMENT SINGLETON COMMUNITY CENTER

Issued: September 19, 2017

ADDENDUM # 1

The following clarifications and changes shall be made a part of the Contract Documents. This Addendum consists of two (2) pages and zero (0) attachments.

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: September 21, 2017

Clarifications:

1. The 1” retrofit cover board may be polyiso. The 2” insulation shall be flute fill taper shape.
2. Contractor shall clean existing metal surfaces prior to installation of any new roofing.
3. All sheet metal shall be medium bronze standard color.
4. To be clear, all vinyl-faced batts under the existing metal roof are to be removed and replaced with new.

All other bid specifications and bid date are to remain the same.

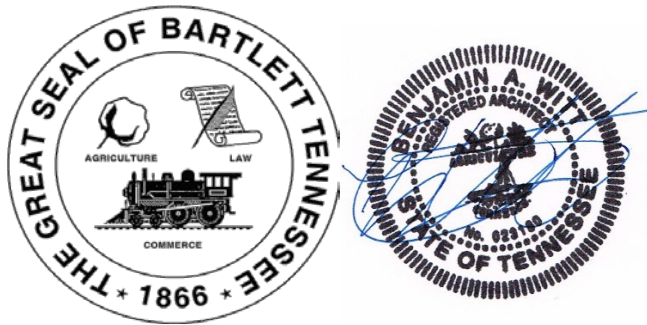
Respectfully submitted,

Benjamin A. Witt - Architect
Ross Witt, pllc

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director



FY2018-08-022

DUE: Thursday, October 12, 2017, no later than 2:00 p.m. (CST)

GYMNASIUM ROOF REPLACEMENT SINGLETON COMMUNITY CENTER

Issued: September 26, 2017

ADDENDUM # 3

The following clarifications and changes shall be made a part of the Contract Documents. This Addendum consists of two (2) pages and zero (0) attachments.

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: October 12, 2017

Modifications:

1. The Bid Date has been Modified to extend the Bid Period. The new Bid Date is October 12, 2017 no later than 2pm.

All other bid specifications and bid date are to remain the same.

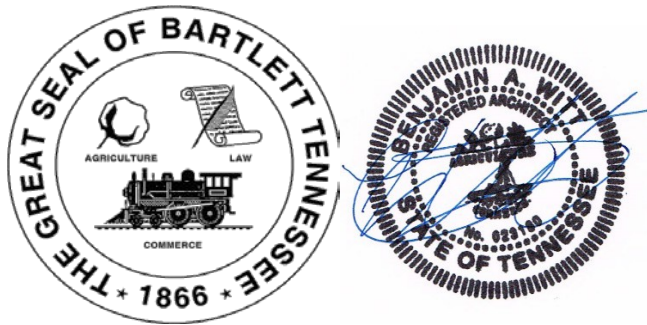
Respectfully submitted,

Benjamin A. Witt - Architect
Ross Witt, pllc

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director



FY2018-08-022

DUE: Thursday, October 12, 2017, no later than 2:00 p.m. (CST)

GYMNASIUM ROOF REPLACEMENT SINGLETON COMMUNITY CENTER

Issued: October 9, 2017

ADDENDUM # 4

The following clarifications and changes shall be made a part of the Contract Documents. This Addendum consists of two (2) pages and zero (0) attachments.

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: October 12, 2017

Modifications:

1. Per the drawings, specifications, and previous addenda issued – all insulation under the metal roof deck visible from the gym interior is to be removed and replaced and Thermal Insulation shall be Simple Saver System by Thermal Design (or equal) – R-20 minimum, White Finish.

All other bid specifications and bid date are to remain the same.

Respectfully submitted,

Benjamin A. Witt - Architect
Ross Witt, pllc

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



August 15, 2017

REQUEST FOR SEALED BIDS

FY2018-08-022

DUE: Thursday, September 21, 2017, no later than 2:00 p.m. (CST)

GYMNASIUM ROOF REPLACEMENT

SINGLETON COMMUNITY CENTER

The City of Bartlett is seeking bids to complete GYMNASIUM ROOF RELACEMENT at SINGLETON COMMUNITY CENTER in accordance to the following bid specifications.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

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GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **September 21, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER**" and addressed to:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcacircross@cityofbartlett.org.

Please quote prices on attached sheet BPS-1

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of removal and replacement of existing roofing materials at GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER, Bartlett TN.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

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- e. Each Bidder shall include in his Bid the following information:

Principals: Names
 Home Addresses, including City, State and Zip Code
Firm: Name
 Address, including City, State and Zip Code

- f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**

License: Name of Project – **FY2018-08-022 Gymnasium Roof Replacement - Singleton Community Center**
 Date of Bid Opening: September 21, 2017 at 2:00 pm
 Name of Contractor/Company
 Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

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6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to 2:00 P.M. September 21, 2017 will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

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11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

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GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

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A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; h)XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

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B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

D.1 Submittals for the new construction shall be received within thirty (30) days after Notice to Proceed is issued and all work is to be completed with sixty (60) days after delivery of materials.

E. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company is said Circular 570.

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F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

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J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors,

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not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

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N. UTILITIES

N.1 Utilities shown were located in the filed, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

O.3 **Drugs to be tested for** - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

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- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

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PUBLIC ACTS 109

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

Print Name_____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20____.

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

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SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

DCF-2

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: September 21, 2017

Company/Firm _____

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 20____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
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CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
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4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

 Signature of Authorized Official

 Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:

Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says
 that:

- (1) He/She is _____ of the company submitting this bid
 and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this
 bid.
- (3) His/Her company has a testing program in place equal to or greater than the
 City's program

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: September 21, 2017

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15 each.
2. The Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Codes Enforcement, located at 6382 Stage Road. **The permits will be issued at NO costs but must be obtained prior to beginning any construction activity.**
3. This project will involve work around an occupied building and activities will be scheduled during the project. Contractor shall coordinate work schedule with Tawny Walker, Facility Manager or representative.
4. Staging area for storage and parking is to as designated by Singleton Facility Manager or representative. Contractor shall be responsible for receiving, unloading, and storage of equipment as necessary for completion of the project.
5. Contractor shall be responsible daily for keeping a clean work area, promptly clean up any debris created from the demolition and keep the work site clear of any obstruction, especially along sidewalks and curbs. All debris shall be removed from the site daily. Note: The Singleton dumpster shall not be used for debris disposal.
6. Contractor shall be responsible for protecting the property, including but not limited to walls, flowerbeds, plants, shrubs, windows and yard during the entire process for roof replacement by utilizing tarps and plywood for coverage.
7. The final retainage will not be released until a final approval has been sign off by the Department Director, all lien releases have been submitted and approved along with the final documents submitted and approved.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work
11. Any Other requirements.....IMSA certification for signal projects

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER:

The Outside Of The Bid Envelope Must List The Required Information

As Specified On Page IB-2, Section “f” in This Bid Document.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

BID PRICING SHEET

State the price to complete the GYMNASIUM ROOF REPLACEMENT - SINGLETON
 COMMUNITY CENTER, Bartlett TN

TOTAL PROJECT COST \$_____

Total Base Bid in Words:

Additional Notes to bid:

Note: "Total Bid" shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain
 BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BB-1

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
 Principal

Surety

By: _____ Print Name: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

NOTICE OF AWARD

To:

PROJECT Description: **FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2017 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2017.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
 (Name of Contractor)

called "Principal" and _____ of _____,
 (Surety),

State of _____ herein-after called the "Surety", are held and firmly bound
 unto _____ of _____,
 (Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
 (State) _____ Dollars (\$ _____) in
 lawful money of the United States, for the payment of which sum well and truly to be made, we
 bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
 these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
 into a certain contract with the City, dated the _____ day of _____, 20____ a copy of
 which is hereto attached and made a part hereof for the construction of:

GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term
 thereof, and any extensions thereof which may be granted by the City, with or without notice to the
 Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
 indemnify and same harmless the City from all costs and damages which may suffer by reason of
 failure to do so, and shall reimburse and repay the City all outlay and expense which the City may
 incur in making good and default, and shall promptly make payment to all persons, firms,
 subcontractors, and corporations furnishing materials for or performing labor in the execution of the
 work provided for in such contract, and may authorize extension or modifications thereof, including
 all amounts due for materials, used in connection with the construction of such work, and all
 insurance premiums on said work, and for all labor, performed in such work whether by
 subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and
 effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work to
 be performed thereunder or the specifications accompanying the same shall in any wise affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the specifications.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

GYMNASIUM ROOF REPLACEMENT
SINGLETON COMMUNITY CENTER
Sealed Bid #: FY2018-08-022
Due Date: September 21, 2017

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

NOTICE TO PROCEED

TO:

PROJECT: FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2017, on or before _____, 2017 and you are to complete the WORK within 60 (sixty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2017.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of FY2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON COMMUNITY CENTER
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **eighty (80)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

(M) DRAWINGS/SPECIFICATIONS prepared or issued by ROSS WITT PLLC and
 Dated AUGUST 15, 2017.

(N) ADDENDA:

NO. _____, Dated _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
12. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
13. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

GYMNASIUM ROOF REPLACEMENT
 SINGLETON COMMUNITY CENTER
 Sealed Bid #: FY2018-08-022
 Due Date: September 21, 2017

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____



November 2, 2017

Mr. Debbie Cairncross
Purchasing Department
 City of Bartlett Engineering
 6382 Stage Road
 Bartlett, TN 38134

RE: City of Bartlett - FY 2018-08-022 GYMNASIUM ROOF REPLACEMENT - SINGLETON

Dear **Mrs. Cairncross**,

Three roofing contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on October 12, 2017 beginning at 2 pm. The apparent low bidder is Medford Roofing, Inc. I contacted Medford to discuss the Scope of the Project and discovered that they did not correctly interpret the plans, specs, and addenda – specifically, the insulation under the existing metal roof. They immediately emailed me and requested that their bid be withdrawn. While it is the option of the City to pursue Medford's bid bond, I went ahead and discussed the Scope of Work with the next low bidder. The next low bidder is Affordable Construction (lic. no. 63088) and they correctly interpreted the plans, specs, and addenda and confirmed that they will honor their bid and enter into a contract with the City of Bartlett if so awarded. I have reviewed their bid documents and found them to be in order. Therefore, I recommend that their Bid be accepted by the City and that Affordable Construction be awarded a construction contract in the amount of \$114,500.00 for **FY 2018-08-022 GYMNASIUM ROOF REPLACEMENT – SINGLETON.**

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt, PLLC

Benjamin Witt, AIA, NCARB, LEED-AP
 Principal Architect

Cc Tawny Walker

Shan Criswell

Attachment: FY2018-08-022 GYMNASIUM ROOF REPLACEMENT Bid Recommendation-Ben Witt (2250 : Gym Roof Replacement - Singleton

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/14/17 07:00 PM
Department: Administration
Category: Policy
Prepared By: Stefanie McGee
Department Head: Mark Brown

**Dispense with second Board of Mayor and Aldermen meeting
in December.**

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/14/17 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Anne Faulks to the BPACC Advisory Board.

Anne Faulks will complete John Levesque's term. The term will expire December 31, 2017.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2247)

Meeting: 11/14/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2247

Resolution 48-17, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$8,049.55 and to amend the Fiscal Year 2018 Grant Fund to appropriate the funds.

WHEREAS, the Police Department did apply for a Fiscal Year 2017 Bulletproof Vest Partnership Grant from the U.S. Department of Justice in the amount of \$8,049.55 which was approved on October 25, 2017. The grant will fund 50 percent of the cost to purchase bulletproof vests for the Police department; and

WHEREAS, the terms of the grant require a 50 percent match by the recipient; and

WHEREAS, the Police Department has funds available in the Fiscal Year 2018 Police department budget to fund the 50 percent local match; and

WHEREAS, it is necessary to accept the grant and amend the Fiscal Year 2018 Grant Fund operating budget to appropriate the \$8,049.55 grant funds for the Police Department.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the U.S. Department of Justice Bulletproof Vest Partnership Grants be accepted in the amount of \$8,049.55 and that the Fiscal Year 2018 Grant Fund operating budget be amended to appropriate these funds.

Adopted this day of November 14, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

This grant of \$8,049.55 will cover half of the cost of the police department's bulletproof vest purchase. The City will match the second half.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2017 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2017 BVP awards is available at:

<http://www.ojp.usdoj.gov/bvpbasi/>.

The FY 2017 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2017. The deadline to request payments from the FY 2017 award is August 31, 2019, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2017 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document:

<http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Additionally, uniquely fitted armor is a new requirement in 2017. In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://ojp.gov/bvpbasi/bvpprogramresources.htm>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team
Bureau of Justice Assistance

Attachment: Microsoft Word - Bartlett TN BVP applicant (2247 : Res 48-17 bulletproof vest grant)

FY 2017 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
SC	ORANGEBURG CITY	\$4,965.52
SC	PORT ROYAL TOWN	\$2,949.45
SC	ROCK HILL CITY	\$11,500.35
SC	SIMPSONVILLE CITY	\$667.25
SC	SPARTANBURG CITY	\$9,841.19
SC	SUMMERVILLE TOWN	\$6,356.34
SC	SUMTER CITY	\$11,061.11
SC	SURF SIDE BEACH	\$2,743.38
SC	Swansea Town	\$611.00
SC	TEGA CAY CITY	\$2,716.66
SC	UNION COUNTY	\$1,638.09
SC	WALTERBORO CITY	\$4,270.80
SC	WEST COLUMBIA CITY	\$4,393.78
SC	WILLIAMSTON TOWN	\$1,953.03
SC	WINNSBORO TOWN	\$4,831.75
SC	Totals for SC(60 Jurisdictions):	\$288,944.26
SD	ABERDEEN CITY	\$2,305.67
SD	BEADLE COUNTY	\$1,533.38
SD	BELLE FOURCHE CITY	\$2,271.32
SD	BOX ELDER CITY	\$3,194.55
SD	BROOKINGS CITY	\$581.68
SD	CHARLES MIX COUNTY	\$622.90
SD	CLARK CITY	\$300.60
SD	CLAY COUNTY	\$1,658.77
SD	CUSTER COUNTY	\$1,844.85
SD	DAVISON COUNTY	\$838.38
SD	HANSON COUNTY	\$209.65
SD	HURON CITY	\$4,216.80
SD	JERAULD COUNTY	\$618.95
SD	LINCOLN COUNTY	\$1,394.22
SD	MADISON CITY	\$1,557.34
SD	MOBRIDGE CITY	\$1,315.76
SD	OGLALA SIOUX TRIBE	\$8,365.23
SD	PHILIP CITY	\$287.51
SD	RAPID CITY	\$9,583.63
SD	WATERTOWN CITY	\$3,863.40
SD	WINNER MUNICIPALITY	\$3,219.70
SD	YANKTON COUNTY	\$1,597.28
SD	Totals for SD(22 Jurisdictions):	\$51,381.57
TN	ADAMSVILLE TOWN	\$1,377.17
TN	ALCOA CITY	\$3,186.56
TN	ALEXANDRIA TOWN	\$1,407.60
TN	ANDERSON COUNTY	\$2,605.55
TN	ATHENS CITY	\$2,537.67
TN	Bartlett	\$8,049.55



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2248)

Meeting: 11/14/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2248

Resolution 49-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund.

WHEREAS, the Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund Budget and other School Special Revenue Fund Budgets, as amended; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its FY2017 Education Capital Projects Fund budget approved on October 26, 2017 which is labeled "Exhibit A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the October 26, 2017, amendments to the FY2018 Education Capital Projects Fund Budget of the Bartlett City Board of Education is approved, as detailed in the attached document labeled "Exhibit A".

Adopted this day of November 14, 2017

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mayor McDonald noted that this resolution allocates an additional \$5,000 to the Bartlett Square fund. The Bartlett City Schools administration offices are moving from Bartlett High School to Bartlett Square, which is east of Side Porch Steakhouse.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

EXHIBIT "A"



RESOLUTION 5-4

A RESOLUTION TO AMEND THE 2017-2018 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the Education Capital Projects Fund Budget for the 2017-2018 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2017-18 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$4,411,625
Revenues are amended in the following categories:	
177-44170-00000-000-0000-5097 Misc. Revenue – Bartlett Square Renovation is amended from \$125,000 to \$130,000	\$5,000
Amended 2017-18 Education Capital Project Fund Budget Revenues	\$4,416,625
bART	
2017-18 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$4,411,625
Expenditures are amended in the following categories:	
177-91300-39900-000-0000-5097 Education Capital Projects – Other Contracted Services Bartlett Square is amended from \$125,000 to \$130,000	\$5,000
Amended 2017-18 Education Capital Project Fund Budget Expenditures	\$4,416,625

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective October 26, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of October, 2017.

Shirley Jackson, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel