



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

THURSDAY, NOVEMBER 10, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Absent, 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 Fred Shakelford, Ellendale Baptist Church

FUTURE MEETINGS

Bartlett Historical Society, November 14 at 7 p.m.

BPACC Advisory Board, November 15 at 6 p.m.

Design Review Commission, November 15 at 6:30 p.m.

Bartlett Board of Education, November 17 at 7 p.m.

Historic Preservation Commission, November 21 at 7 p.m.

Bartlett Arts Council, November 15 at 6:30 p.m.

RECOGNITIONS

Reserve Firefighters check presentation to Dream Factory

Using funds raised through the Annual Pancake Breakfast, the City's Reserve Firefighters will fulfill the wish of one local child through the Dream Factory.

Fire Department check presentation to Wings Cancer Foundation

Chief Wiggins presented a \$4,000 check to WINGS Supportive Care Division. The Fire Department raised these funds be their annual sale of Pink Heals T-shirts.

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

MINUTES ACCEPTANCE**Minutes of the October 25, 2016 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick

UNFINISHED BUSINESS

- 1 **Second Reading of Ordinance 16-07, an ordinance to designate the Brunswick Rosenwald School, 4549 Brunswick Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/22/2016 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	David Parsons, Alderman	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	

- 2 **Second Reading of Ordinance 16-08, an ordinance to designate Cedar Hall, 3712 Broadway Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/22/2016 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	

- 3 **Second Reading of Ordinance 16-09, an ordinance amending Title 20, Chapter I Air Pollution Control Code, to update permit and emissions fees. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/22/2016 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

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

- 1 Bid for one fork lift. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Briggs Equipment at a cost of \$ 21,681.00. Funds are available in Account 311.48311.785.30716.
- 2 Bid for three Dodge Chargers. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Premier Automotive at a cost of \$25,505.00 each for a total cost of \$76,505.00. Funds are available in Account 31148311.785.20317.
- 3 Bid for Appling Road Soccer Field parking lot asphalt paving. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Lehman Roberts Co. in the amount of \$68,000.00, plus a contingency amount of \$7,000.00 for a total cost of \$75,000.00. Funds are available in Account 311.48311.780.51417.
- 4 Bid for Shadowlawn Road Sewer Extension Project, Phase 2. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ensco, LLC in the amount of \$421,182.20, plus a contingency amount of \$40,000.00 for a total cost of \$461,182.20. Funds are available in Account 312.48312.780.8114.
- 5 Proposal for survey and design of Elmore Park Road drainage basins. (Rick McClanahan, Director of Engineering)**
Recommend approving the proposed survey and engineering design for Elmore Park from Allen & Hoshall at a cost of \$42,000. Funds are available in Account 311.48311.772.63616.
- 6 Contract for temporary employment services. (Dick Phebus, Director of Finance)**
Recommend awarding temporary employment services contract to Conexx Staffing Services, Inc. Funds are available in each department's accounts.
- 7 Contract payment to Retail Strategies. (Mark Brown, Chief Administrative Officer)**
Request authorization to pay consulting firm Retail Strategies \$24,000 for Service Year 3, as agreed upon in contract approved October 2014. Funds are available in Account 110.41100.897.
- 8 Dispense with second Board of Mayor and Aldermen meeting in December. (Mark Brown, Chief Administrative Officer)**

NEW BUSINESS**I Appoint Doug Bailey as Police Inspector. (A. Keith McDonald, Mayor)**

Inspector Bailey's appointment will begin January 1, 2017 and run through December 31, 2018.

Mayor McDonald swore in Doug Bailey as his wife held the Bible.

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

OPEN DISCUSSION

Mayor McDonald noted that the Board meetings will be held in Bartlett Station Municipal Center Community Room A until further notice. The Assembly Chamber will be renovated. All other meetings held in the Assembly Chamber will also be held in various City facilities.

City Engineer Rick McClanahan announced that there would be ongoing work along Yale Road to sync the traffic signals.

Mayor McDonald invited the audience to the Veterans Day Ceremony at Veterans Park at 10 a.m. Friday, November 11.

ADJOURNMENT

Meeting adjourned at 7:25 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 25, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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 Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Bartlett Board of Education, October 27 at 7 p.m.

Beer Board, November 1 at 6 p.m.

Bartlett Station Commission, November 2 at 7:30 a.m.

City Beautiful Commission, November 3 at 7 p.m.

Family Assistance Commission, November 7 at 6 p.m.

Planning Commission, November 7 at 7 p.m.

Board of Mayor and Aldermen, November 10 at 7 p.m.

RECOGNITIONS

Celebration of Lifeblood's 150 for 150 blood drive in honor of the City's sesquicentennial

Penny Medlock, Chair of the BALD (Bartlett Arlington Lakeland Donors) Council, presented Mayor McDonald with a banner celebrating Bartlett's Sesquicentennial. The BALD Council held a 150 for 150 campaign in September, and all donors signed the birthday banner.

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

Mayor McDonald announced an emergency expenditure of \$17,703.67 for additional sod for the projects covered by the 2011 Tennessee Department of Environment and Conservation Disaster Grant. This is a change order to the \$1 million grant, which was completely covered by federal funds.

Minutes Acceptance: Minutes of Oct 25, 2016 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the October 11, 2016 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:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 Special event permit for One Less Orphan 5K Fundraiser. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 12 from 8 to 10 a.m. at Faith Baptist Church.
- 2 Bid for firearms and accessories. (Gary Rikard, Chief of Police)**
Recommend accepting the bid from Accurate Law Enforcement to purchase 148 Sig320 pistols and holsters, magazine pouches and stream lights at a total cost of \$26,707.13. Funds are available in Account 124.48124.939.
- 3 Bid for four Ford Explorers. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Homer Skelton Ford to purchase four Ford Explorer police pursuit vehicles at a total cost of \$108,950.68. Funds are available in Account 311.48311.785.20317.
- 4 Bid for live-scan fingerprinting system. (Gary Rikard, Chief of Police)**
Recommend accepting the only bid from Data Works Plus at a cost of \$18,500.00. Funds are available in Account 311.48311.785.20317.
- 5 Bid to rebuild a sanitation truck diesel engine. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Summit Truck Group at a cost of \$25,502.12. Funds are available in Account 122.48122.261.
- 6 Bid for one riding mower with 72-inch deck. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Barton Equipment Co. at a cost of \$13,300.00. Funds are available in Account 311.48311.785.30717.

Minutes Acceptance: Minutes of Oct 25, 2016 7:00 PM (MINUTES ACCEPTANCE)

- 7 Bid for one Ford F350 with five-foot bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Ford of Murfreesboro at a cost of \$35,979.00. Funds are available in Account 311.48311.785.30717.
- 8 Bid for one Ford F350 with nine-foot utility crane bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Golden Circle at a cost of \$48,614.00. Funds are available in Account 311.48311.785.30717.
- 9 Bid for Appling Road soccer field parking lot project. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Wagner General in the amount of \$74,000.00, plus a contingency amount of \$8,000.00 for a total cost of \$82,000.00. Funds are available in Account 311.48311.780.51417.
- 10 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request approval to purchase two right-of-way tracts for a total of \$99,840.00. Funds are available in Account 311.48311.770.422.
- 11 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request approval to purchase two right-of-way tracts for a total of \$27,693.00. Funds are available in Account 311.48311.770.422.
- 12 Treasurer's Report for September 2016. (Dick Phebus, Director of Finance)**
- | | |
|-----------------------------|--------------|
| Adopted Budget Expenditures | \$72,630,170 |
| Year-to-date Expenditures | \$21,606,648 |
| Adopted Budget Revenues | \$72,630,170 |
| Year-to-date Revenues | \$7,474,018 |

NEW BUSINESS

- I Set a public hearing for November 22, 2016 for Resolution 14-16, a resolution approving amendments to the Richland Valley Planned Development. (Terry Emerick, Director of Planning and Economic Development)**

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

2 First Reading of Ordinance 16-02, an ordinance to rezone from RS-15 to I-P property on the north line of Wolf Lake Drive. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that this request would rezone five acres on the north side of Bartlett Logistics Park. In order for the property to be rezoned, it must be removed from the Richland Valley subdivision. The Planning Commission recommended denying this rezoning.

No one attended representing the developer or owner.

Vice Mayor Young noted that municipalities do not normally rezone property from residential to industrial.

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

3 First Reading of Ordinance 16-07, an ordinance to designate the Brunswick Rosenwald School, 4549 Brunswick Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)

Mayor McDonald stated that the property owners have requested this designation.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2016 7:00 PM
MOVER:	David Parsons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

4 First Reading of Ordinance 16-08, an ordinance to designate Cedar Hall, 3712 Broadway Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2016 7:00 PM
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

5 First Reading of Ordinance 16-09, an ordinance amending Title 20, Chapter I Air Pollution Control Code, to update permit and emissions fees. (Mark Brown, Chief Administrative Officer)

Carter Gray, a Shelby County attorney, explained that these air pollution regulations and fees have been enforced uniformly throughout the County since 1970.

Minutes Acceptance: Minutes of Oct 25, 2016 7:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2016 7:00 PM
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Rick McClanahan, Director of Engineering, announced that two projects were underway: painting of the Quail Ridge water tank and Fletcher Creek greenway trailhead near Brother Blvd and Yale Road.

ADJOURNMENT

Meeting adjourned at 7:20 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 25, 2016 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1935)

Meeting: 11/10/16 07:00 PM

Department: Planning and Economic Development

Category: Designation

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1935

Ordinance 16-07, an ordinance to designate the Brunswick Rosenwald School, 4549 Brunswick Road, a historic landmark.

WHEREAS, an application has been received to designate the Brunswick Rosenwald School, 4649 Brunswick Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 22nd day of November 2016 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-9, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the " Brunswick Rosenwald School":

Property located at 4549 Brunswick Road in Bartlett a/k/a the Brunswick Rosenwald School identified as Shelby County Tax Parcel B0149C00024.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 25, 2016

Second Reading: November 10, 2016

Third Reading: November 22, 2016

W. C. Pleasant, Register to the

A. Keith McDonald, Mayor

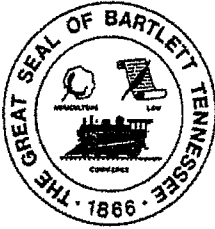
Board of Mayor and Aldermen

Stefanie McGee, City Clerk

HISTORY:

10/25/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 11/10/16

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	11/22/2016 7:00 PM	
MOVER:	Jack Young, Vice Mayor	
SECONDER:	David Parsons, Alderman	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	



BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

A. Keith McDonald, Mayor

Date 07-01-16

Chairman, Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

In accordance with Ordinance 99-12 adopted on October 26, 1999, which charges the Commission to identify historic resources within our community and designate them as Historic Landmarks. These Historic Landmarks are resources for the public's education, pleasure and welfare and should be identified and preserved as one of the communities' treasures. A plaque, furnished and installed by the City of Bartlett, is presented and erected at the site to symbolize the historic character and history of the site and the value it bestows to the community.

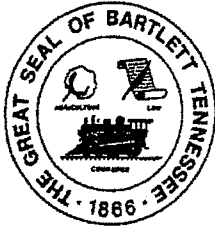
On behalf of the Growth Central Church, Bartlett, TN, I am submitting this Letter of Interest requesting that the Brunswick Rosenwald School be recognized as a Historic Landmark.

The Brunswick Rosenwald School was established in 1923.

Please contact Christopher Barnes at 901-568-2154 if you require any further information. We will be pleased to provide any information necessary to complete this process.

We sincerely hope that our request will be honored by the Historic Preservation Commission.

Owner Signature Pastor
Owner Signature Chairman of Deacon Board



A. Keith McDonald, Mayor

BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

GUIDELINES

The purpose of the guidelines is to preserve the historic integrity of the Brunswick Rosenwald School located at 4519 Brunswick Road including its natural, environmental, and man-made structures, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations. No financial hardship shall be imposed as per Bartlett City Ordinance 99-12.

1. Every reasonable effort shall be made to provide a compatible use for the property that requires minimal alteration of buildings, site and environment, and to use the property for its original intended purpose.
2. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
3. The property will be maintained in good condition.
4. Distinctive architectural features or examples of skilled craftsmanship which characterize the site shall be treated with sensitivity.
5. New plant materials, fencing, walkways, etc., must be compatible with the character of the neighborhood in size, scale, material and color.
6. Efforts shall be made to preserve trees where possible. Therefore, prior to the removal of a living tree with a circumference of at least thirty-eight (38) inches at breast height, a request shall be submitted to the Historic Preservation Commission seeking approval of the removal of the tree, unless the tree is deemed to be a threat to life or property as the result of aging, rotting or insect damage, or damages by wind and storm activity.

Brunswick Rosenwald School

In 1912, Booker T. Washington approached philanthropist Julius Rosenwald about his concept to build rural schools desperately needed for African-American children across the segregated south. That partnership sparked an initiative that eventually created more than 5300 schools, vocational shops, and teacher's homes across 15 states in the South and Southwest from 1912-1932.

The Brunswick School sits on the site of one of the original Rosenwald schools. The Brunswick School was built in 1923 and was a five-teacher type. There were five teachers assigned to the school and the building included workrooms, cloak rooms, auditorium, offices, kitchen, and a library.

Although, the Brunswick School has been remodeled, the site is still in its original location. For 34 years, the Brunswick School was Brunswick Headstart. After closing in 2002, the building was used mainly for community events. As in the past when Rosenwald School Days were celebrated annually by a gathering of teachers, principals, students, and parents. The current Brunswick School is a gathering place for the community.

Several of the current members of Growth Central, formerly Bush Grove Baptist Church, were students at the Brunswick School. They attended the school, cleaned the grounds, painted the building, and worked the fields around the property in order to maintain the school that was the focal point of the community.

Although the Rosenwald program did not challenge school segregation head-on, it did challenge the racial ideology behind segregation. This original Rosenwald school site remains an integral part of the Brunswick Community after 93 years and represents an important part of America's heritage.

Today, this historical building serves as an educational building for Growth Central. Future plans are to make it a premier Christian Academy in the Bartlett community. Because we value education, we want to exemplify and continue the legacy started by the forerunners of our community.

G. K. Chesterton says that "Education is simply the soul of a society as it passes from one generation to another". That is exactly our goal to pass this rich history and heritage from one generation to the next. Our vision started in 1923 and will be manifested with the foundation that we lay today for the next generation, our children.

Mr. Roscoe McVay attended Blacks and remembers it as a two teacher school located on Brunswick Road near Davies Plantation.

Blanches Crossing Roads(closed 1926)

The school is paid \$25 for the use of the building in 1927 while bids are received for a new school.

Bolton Bottom(consolidated with Noah's Chapel 1950)

First mentioned in the 1907 Board minutes. Repairs are done to the school in 1909. The Rosenwald school building is built in 1923, a two teacher school with the county providing \$3,000.

Bridgewater (consolidated with Bartlett and Pisgah 1960)

There are dates of 1911,1912 and 1916 in relation to the land used for this school. This was a three teacher school. In 1918 the principle receives a pay of \$50 per month. And an addition to the school is added at a cost of \$1,500. the Board also uses the monies raised from the sale of the Fullview building to dig a well at this school. Bridgewater is in need of an addition in 1925 but the board has no action on this motion. In 1926 the school needs more room and a playground but no action is taken. The school gets minor repairs in 1928. Repairs are done in 1932

Brooks Ave(consolidated with Geeter 1959)

Brooks Ave. school dates back to 1891. New school built in 1907. In 1907 Brooks Avenue is ordered held open until new residents move into the area. By 1909 they get a teacher's aide with a monthly pay of \$25. In 1913 \$250 is provided for an addition to the school. In 1922 a colored patron of the school offers to purchase the school building for \$25, said building being beyond repair. The Rosenwald building was a two teacher school. \$3,000 of county funding goes to the building of the Rosenwald school. In 1927 the school gets a two room addition. Dora Whitworth is the teacher in 1929. In 1930 Theodore Robinson is principle with Luck Strong and Ophelia Ford teachers.

Brown

First mentioned in the 1907 Board minutes.

Brunswick (consolidated with Shadowlawn 1968)

First mention of a black school in Brunswick is in 1920 when the board decides to locate a school in this community. Bids are placed on a four teacher school in 1923 and \$3,000 of county funds are used in the construction of the Rosenwald building. In 1926 the school gets an agricultural room.(shop?). Brunswick, a five teacher school, continued to serve the community as a head start center until recently. In 1930 the school asks to be made a Sr. High but it is put on hold.

Elmira remembers: " it was a four or five class room school. We had wood and coal to heat but we had to keep it up. It had an auditorium ... we had a little old room called the cafeteria but they would only make sandwiches in there and gives us eggs and things like that, also orange juice. I don't remember who made the sandwiches, it wasn't the teacher. Mr. Graves was principal at that time, he also taught. It, the school, is much

altered. added to, but in the same place. Children would walk from Brownsville road up to the Brunswick school. That was three times as far as I walked. I don't know what time they got up to get there. For a long time we walked to school and the white children waved at us as they passed us on their buses....oh, yah, they were having fun with us because we were walking. When I graduated from eight grade I went to Barrets Chapel. "
John remembers: *"When I was there (as staff) it was a large school, ten rooms and an auditorium. Grades one thru ten. We also taught classes in the two churches. We could use all of the facilities without asking permission. There was limited bus service then."*

Cane Creek (annexed 1950)

Mentioned for the first time in the 1908 Board minutes. In 1929 a one acre site at Blakemore and Ellis Ave for a new school one mile from the old which is to be annexed. Bennie Foster is Principal in 1930 with Effie Washington, Eleanor Rice and Sara Browne as teachers.

Capleville-Shebly (Macedonia)

First mention of this school is in 1912 when \$100 is allotted for an additional addition to the school. This was originally a two teacher school. In 1918 Reverend Woods spoke in interest of the Macedonia school reporting on the condition and asking for a new school building. Macedonia received a well in 1921. In 1923 the Rosenwald school building is built with the county providing \$5,950. The school raises \$400 to help erect a two room addition, the Board agrees to the addition. \$400 worth of repairs are done to the school in 1928. More repairs are needed in 1929 and additional classrooms. The school also requests at this year to become a four year high school but no action is taken. In 1930 they raise \$150 towards an agricultural building. A Mr. Lewis Pasina, an Italian, has given the school many plants and they have a big garden 1932. The school also receives repairs in 1932

John remembers: *"it was a rather large school, they were cutting the boundaries between Collierville and Geeter....maybe at what would be called Elvis Presley now. We had about twelve classrooms and grades one thru twelve. The building was brick and closed in 1970."*

Cemetery School(National Cemetery)

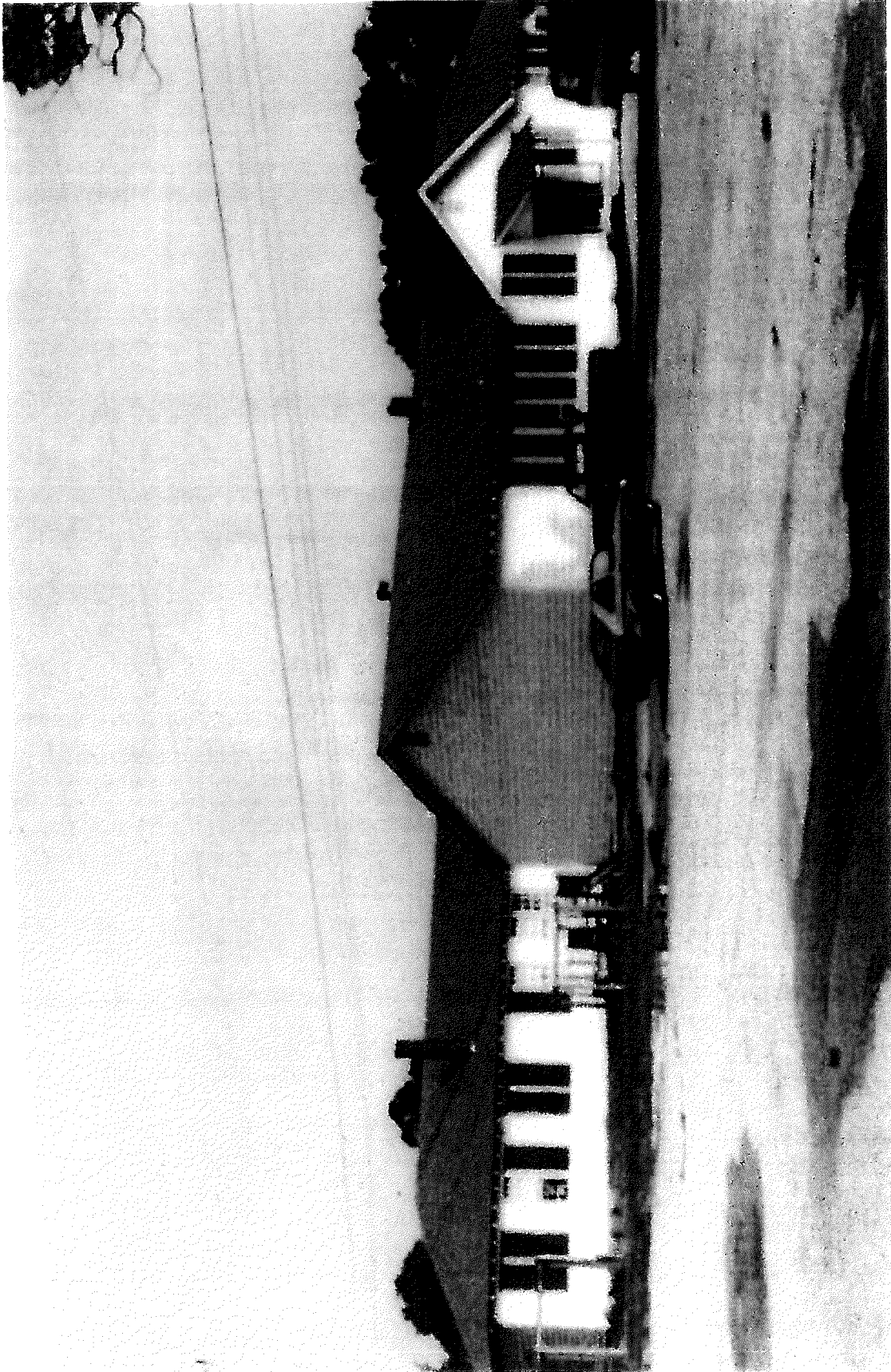
First mentioned in the 1907 Board minutes. Cemetery school to be enlarged in 1908 The first field of its kind is added to Cemetery school in 1909, but it isn't stated whether this is the first in the state or county and if it is an athletic field. In 1911 the shops are closed because they were selling whiskey.

Coahoma Landing (closed 1927)

This school is established in 1911

Collierville- Byhalia (closed by court order consolidated with Peters 1970)

Mentioned for the first time in the 1908 Board Minutes. In 1912 Miss Taylor is the teacher at Collierville. In 1920 the school building is sold for \$485 with the proceeds to go toward a new school.



Attachment: Brunswick Rosenwald School Landmark Request Letter (1935 : Ordinance 16-07 Brunswick Rosenwald School Landmark)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1936)

Meeting: 11/10/16 07:00 PM

Department: Planning and Economic Development

Category: Designation

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1936

Ordinance 16-08, an ordinance to designate Cedar Hall, 3712 Broadway Road, a historic landmark.

WHEREAS, an application has been received to designate Cedar Hall, 3712 Broadway, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 22nd day of November 2016 and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-10, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as "Cedar Hall":

Property located at 3712 Broadway Road in Bartlett a/k/a Cedar Hall identified as Shelby County Tax Parcel B015800254.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 25, 2016

Second Reading: November 10, 2016

Third Reading: November 22, 2016

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

10/25/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 11/10/16

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	11/22/2016 7:00 PM	
MOVER:	David Parsons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	



**BARTLETT HISTORIC PRESERVATION
COMMISSION**
City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

A. Keith McDonald, Mayor

7/12/2016

Chairman Paul Kaiser, Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

In accordance with Ordinance 99-12 adopted on October 26, 1999, which charges the Commission to identify historic resources within our community and designate them as Historic Landmarks. These Historic Landmarks are resources for the public's education, pleasure and welfare and should be identified and preserved as one of the communities' treasures. A plaque, furnished and installed by the City of Bartlett, is presented and erected at the site to symbolize the historic character and history of the site and the value it bestows to the community.

I am submitting this Letter of Interest requesting that **Cedar Hall** located at **3712 Broadway Road** be recognized as a Historic Landmark.

Built in 1846, Cedar Hall was a grand town home, the oldest still standing in Bartlett, Tennessee today and listed as the John H McFadden House on the National Historic Register. The original owners, William and Elizabeth Bond came to Tennessee in the early 1800's. They purchased a large amount of land and built a temporary, small log cabin with a dirt floor to live in while this grand home was being built. After living in the home for two years, it burned to the ground. The home was rebuilt to the 12 acres that is sits on today by Samuel Bond, William and Elizabeth's grandson. He had grown and was an established physician. It got its name from the many cedar trees that lined the long drive to the house. Kate bond, a familiar name in the Bartlett area, was Samuel bond's granddaughter, she was known as "the flower lady of Cordova", and had a thriving floral business. The bond family was also responsible for bringing the first railroad into Shelby County. In 1870, Edmond Orgill purchased Cedar Hall. The fine architectural work seen in the home today was imported from Europe, while the Orgill family resided there. John and Denise Suthoff purchased Cedar Hall from Jay and Jeanette Rainey in September of 2012. The Rainey's had owned the home for nearly 40 years.

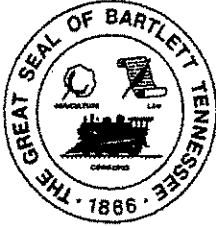
Please contact John/Denise Suthoff at 901-428-1954 if you require any further information. We will be pleased to provide any information necessary to complete this process.

We sincerely hope that our request will be honored by the Historic Preservation Commission.

John A. Suthoff Jr.
Signature

Denise Suthoff
Signature

Attachment: Cedar Hall Landmark Request Letter (1936 : Ordinance 16-08 Cedar Hall Landmark)



A. Keith McDonald, Mayor

BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

GUIDELINES

The purpose of the guidelines is to preserve the historic integrity of **Cedar Hall** located at **3712 Broadway Road** including its natural, environmental, and man-made structures, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations. No financial hardship shall be imposed as per Bartlett City Ordinance 99-12.

1. Every reasonable effort shall be made to provide a compatible use for the property that requires minimal alteration of buildings, site and environment, and to use the property for its original intended purpose.
2. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
3. The property will be maintained in good condition.
4. Distinctive architectural features or examples of skilled craftsmanship which characterize the site shall be treated with sensitivity.
5. New plant materials, fencing, walkways, etc., must be compatible with the character of the neighborhood in size, scale, material and color.
6. Efforts shall be made to preserve trees where possible. Therefore, prior to the removal of a living tree with a circumference of at least thirty-eight (38) inches at breast height, a request shall be submitted to the Historic Preservation Commission seeking approval of the removal of the tree, unless the tree is deemed to be a threat to life or property as the result of aging, rotting or insect damage, or damages by wind and storm activity.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1951)

Meeting: 11/10/16 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1951

Ordinance 16-09, an ordinance amending Title 20, Chapter 1 Air Pollution Control Code, to update permit and emissions fees.

WHEREAS, the City of Bartlett established a local air pollution program in September 1970 to protect air quality in Bartlett and Shelby County; and

WHEREAS, Title V of the Federal Clean Air Act of 1990 requires air pollution control programs which operate a major source operating program to establish a fee structure sufficient to fund all direct and indirect costs of such a program; and

WHEREAS, the Memphis and Shelby County Air Pollution Board met September 18, 2014 and recommend an increase in permit and emissions fees; and

WHEREAS, it is necessary for the City of Bartlett Board of Mayor and Aldermen amend the municipal codified ordinances to reflect these fee increases;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that Title 20, Chapter 1, Sections 20-111 and 20-112 be amended as follows:

SECTION 1. Deleting Section 20-111 Permits and fees-permit fee schedule in its entirety and replacing it as follows:

20-111 Permits and fees-permit fee schedule.

Fees for permits are hereinafter set out as follows, and shall apply to any "person" as defined in this chapter:

I. Construction permits

(a) Any person making application to the Shelby County Health Department for a construction permit shall pay an initial filing fee of \$200 per permit unit. The filing fee shall not be refundable if the permit is denied or if the application is withdrawn, nor shall it be applied to any subsequent application.

(b) In addition to the fees in (I)(a), the largest of the following fees, if applicable, shall be paid:

i	Prevention of significant deterioration (PSD) review	\$3,960
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ii	Major source or major modification review, except PSD sources review, requiring modeling	\$2,640
iii	Minor source or minor modification review, requiring modeling	\$660
iv	New source performance standard (NSPS) source review, per permit unit	\$660
v	National Emission Standards for Hazardous Air Pollutant (NESHAP) source review, per permit unit	\$660

2. Inspection/operating permit

(a) Any person making application to the Shelby County Health Department for an inspection/operating permit shall pay the larger of the applicable fees in accordance with the following schedule:

i	Asbestos demolition/renovation removal, per notice	\$130
ii	Air curtain destructor, per permit unit	\$130
iii	NSPS source, per permit unit	\$130
iv	NESHAP source, per permit unit	\$130
v	Any source issued a permit pursuant to local rules implementing Title 40, Code of Federal Regulations, Section 70 (Major Source Permits)	\$2,000
vi	Any permit unit with actual emissions of 50 tons or more a year, but less than 100 tons per year of any single pollutant	\$130
vii	Any permit unit with actual emissions of 25 tons or more per year, but less than 50 tons per year of a single pollutant	\$100
viii	Any permit unit with actual emissions of less than 25 tons per year of a single pollutant	\$65
ix	Any permit issued as the result of a permit by rule or annual notification and general standards application to a particular business or business group	\$130
x	Any source issued an operating permit for which a construction permit was never obtained. (Enforcement action may also apply.)	\$265

(b) No portion of the inspection/operating fee shall be refundable in the event the source discontinues operation or service during the permitted period.

3. Modification of a permit.

(a) Any person making application to the Shelby County Health Department for the modification of a permit shall pay a fee for each permit unit being modified, except that no fee is required for modification of a permit to correct clerical, typographical, or calculation errors. This fee shall be set out as follows:

i	If the modifications is anticipated to result in an increase in all pollutants less than 10 tons per year	\$130
ii	If the modification is anticipated to result in an increase in all pollutants equal to or greater than 10 tons per year, but less than 50 tons per year	\$330
iii	If the modification is anticipated to result in an increase in all pollutants equal to or greater than 50 tons per year	\$660
iv	Name change	\$130
v	Ownership change - new owner pays inspection and operating fees, based on tonnage	Varies based on tonnage fees
vi	Address change - new owner pays inspection and operating fees, based on tonnage, for the new address	\$265 plus tonnage fees
vii	Permit revision with no emissions consequences	\$130

4. Stack sampling

(a) If a source is required to demonstrate compliance by stack sampling its emission, it shall pay the following additional fees:

i	Any testing requiring U.S./EPA Methods 1 through 4 only, per stack test	\$130
ii	Particulate emissions testing requiring U.S./ EPA Method 5, per stack test	\$400
iii	Any other pollution testing by methods other than U.S./EPA Method 5, except those subject to subsection (D)(1)(a) of this section, per stack test	\$660

(b) Any retest required to demonstrate compliance shall be subject to the fee schedule as stated in subsection 4(a)(i) through (iii) of this section.

SECTION 2. Deleting Section 20-112 Permits and fees-emissions fee for stationary sources in its entirety and replace it as follows:

20-112 Permits and fees-emissions fee for stationary sources.

I. Emissions fee. A fee shall be collected annually from each stationary air pollution source which emits more than one ton of actual emissions annually of a regulated pollutant as defined herein, called the "emissions fee," which shall equal the amount determined by the requirements set forth as follows:

Forty-eight dollars (\$48) per ton of actual emissions emitted during Calendar Year 2013 to be collected beginning in 2015 and for successive years until such time as the Board of Mayor and Aldermen approve a further increase or decrease, not including fugitive emissions and actual excess emissions that are the result of process malfunctions and facility start-up and shutdown determined by the Shelby County Health Department to be in compliance with the air pollution code sections that excuse these emissions from enforcement of each regulated pollutant as defined in section 502(b)(3)(B)(ii) of the Federal Clean Air Amendments of 1990.

This is the effective Emissions Fee Rate, after adjustment for carryover overage, approved by the City of Bartlett:

Approved Rate	Adopted In	Effective Rate	Applicable to
\$9.00	1992	\$9.00	1991 Emissions
\$18.00	1993	\$18.00	1992 Emissions
\$19.00	1994	\$17.10	1993 Emissions
\$29.65	1995	\$29.65	1994 Emissions
--	--	\$29.65	1995 Emissions
--	--	\$29.65	1996 Emissions
\$29.65	1998	\$29.65	1997 Emissions
\$29.65	1999	\$29.65	1998 Emissions
\$29.65	2001	\$29.65	1999 Emissions
\$29.65	2001	\$29.65	2000 Emissions

\$29.65	2003	\$29.65	2002 Emissions
\$29.65	2004	\$26.68	2003 Emissions
\$30.63	2005	\$27.57	2004 Emissions
\$31.67	2006	\$28.50	2005 Emissions
\$30.00	2008	\$27.00	2006 Emissions
\$30.00	2009	\$27.00	2007 Emissions
\$43.00	2012	\$43.00	2011 Emissions
\$48.00	2014	\$48.00	2013 Emissions

2. Maximum amount subject to emissions fee. Each stationary air pollution source shall be assessed the emissions fee on no more than four thousand (4,000) tons per year of each regulated pollutant it emits.

3. Exemption for units subject to Section 404 Provisions of the Federal Clean Air Amendments of 1990. No fee will be charged until the year 2000 with respect to remissions from any unit which is classified as “an affected unit” under Section 404 of the Federal Clean Air Act amendments of 1990, entitled “Phase I Sulfur Dioxide Requirements.

SECTION 3. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Effective Date. **BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: October 25, 2016
 SECOND READING: November 10, 2016
 THIRD READING: November 22, 2016

 W.C. Pleasant, Register to the Board

 A. Keith McDonald

of Mayor and Aldermen

Mayor

ATTEST: _____
Stefanie McGee
City Clerk

HISTORY:

10/25/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 11/10/16

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	11/22/2016 7:00 PM	
MOVER:	David Parsons, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one fork lift.

On September 29, 2016, an ad was placed in *The Daily News*. On Oct. 13, 2016, the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

BRIGGS EQUIPMENT	\$21,681.00 (Exceeds Specs)
Briggs Equipment	\$25,595.20
Delta Materials	\$23,895.00
Lift Pro of Memphis	\$21,800.00
The Lilly Company	\$26,593.00
National Lift Truck	\$23,989.00

We recommend the bid be awarded to Briggs Equipment for a total price of \$ 21,681.00.

Funds are available in Account 311.48311.785.30716.

Thank you for your consideration.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for three Dodge Chargers.

On September 9, 2016 an ad was placed in The *Daily News*. On October 19, 2016, The City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

CDJR of Columbia	\$26,454.00
Homer Skelton CDJ	\$25,875.00
Premier Automotive	\$25,505.00

We recommend the bid be awarded to Premier Automotive for a total price of \$76,505.00.

Funds are available in Account 31148311.785.20317.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Appling Road Soccer Field parking lot asphalt paving.

On May 12, 2016 the City of Bartlett Engineering Department received bids for its yearly paving projects. The apparent low bidder for asphalt pavement, Lehman-Roberts Co., submitted the lowest overall per ton paving prices from July 1, 2016 through June 30, 2017.

The annual paving contract was awarded to Lehman-Roberts Co. at the June 28, 2016 Board of Mayor and Aldermen Meeting.

Please award and encumber the funds for the asphalt paving of the Appling Road Soccer Fields Parking Lot to Lehman-Roberts Co. in the base bid based on the estimated number of tons and unit price_amount of **\$68,000.00**, plus a contingency amount of **\$7,000.00** for items that may need to be added during construction for a total not to exceed **\$75,000.00**. Lehman-Roberts Co. has performed work for the City of Bartlett on other projects.

Funding is available in Account 311.48311.780.51417.

This asphalt paving will be installed on the crushed concrete base that was approved and awarded to Wagner General on October 25, 2016.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Shadowlawn Road Sewer Extension Project, Phase 2.

The Shadowlawn Road Sewer Extension Project Phase 2 was advertised in *The Daily News* on September 22, 2016 and was also posted on the City of Bartlett web page. The contractors that picked up Bid Documents are as follows:

Argo Construction
B&C Construction
Dozertraz USA, Inc.
Rnscor, LLC
Owens Construction Services
W&T Contracting Corp.

On October 11, 2016, we received six bids for the construction of the **Shadowlawn Road Sewer Extension Project Phase 2**. The apparent low bidder, Encor, LLC submitted a total base bid of **\$421,182.20**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The Consultant/Contract Review Committee reviewed the six bids received, and it concluded that Encor, LLC has submitted the lowest and best bid. The Committee recommends awarding the contract to Encor, LLC in the **base bid** amount of **\$421,182.20**, plus an additional amount of **\$40,000.00** for items that may need to be added during construction, for a total not to exceed **\$461,182.20**. Encor, LLC has performed work for the City of Bartlett on other projects.

Funding is available in Account 312.48312.780.8114.

Bidder	Total Base Bid
Encor, LLC	\$421,182.20
B&C Construction	\$570,515.00
Dozertraz USA, LLC	\$581,577.00
Owens Construction Services	769,960.00
Argo Construction	\$1,077,725.00
W&T Contracting	\$1,054,214.90

A copy of the bid document (plans and bid book), addendum Number 1 and the bid tabulation have been attached to this MinuteTraq file.

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

MOVER: Bobby Simmons, Alderman

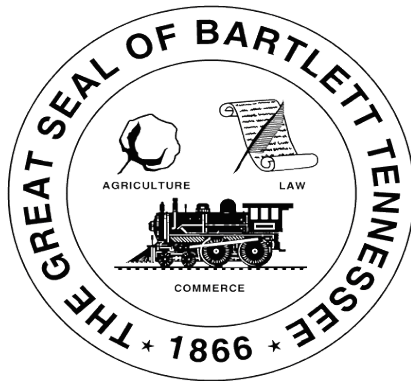
SECONDER: Jack Young, Vice Mayor

AYES: Elliott, Parsons, Simmons, Young, Sedgwick

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



REQUEST FOR SEALED BIDS

SB # FY2017-09-015

DUE: Thursday, October 11, 2016, no later than 2:00 p.m. (CST)

SHADOWLAWN ROAD SEWER EXTENSION

PROJECT PHASE 2

The City of Bartlett is seeking bids to install sanitary sewer lines, sewer services, manholes, pavement repair, seeding and sod along an area of Broadway Road, Bompreszi Road and Lexie Gardener Road in the Shadowlawn area in accordance to the following bid specifications.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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TC-1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **October 11, 2016**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2017-09-015 Shadowlawn Road Sewer Extension Project Phase 2**" 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 dcacirncross@cityofbartlett.org. There is a \$75.00 non-refundable fee to obtain bid documents and plans. Information concerning the engineering specifications, please contact Wade Towles, P. E. at 901-385-6499 or by email at wtowles@cityofbartlett.org.

Please quote prices on attached sheet

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

NB-1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Purpose of this Project is to provide Sanitary Sewer Service to the residents along Bompreszi Road, Lexi Gardner Road and Broadway Road in the Shadowlawn area. This project consists of approximately 3,830 LF of 8" gravity sewer line, 19 sewer manholes, & 21 services, clearing, asphalt and concrete repairs, sod, and associated work.

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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

- 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.

- 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 – FY2017-09-015

Date of Bid Opening

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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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. October 11, 2016** 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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

- 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.

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.

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 prosecution 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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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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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 prosecution 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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Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

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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 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **two hundred and forty (240) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, Mr. Wade Towles, P.E., 901-385-6499, after construction staking is in place and prior to any installation of the proposed sewer lines. The contractor shall provide a copy of the cut sheets for the sewer lines and sewer manholes.

F. 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.

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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.

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 readvertise 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".

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H.2 The Contractor agrees that said work shall be prosecuted 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 \$100.00 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.

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, 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.

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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.

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.

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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.

- 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.

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.

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.

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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

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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.*

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

S.S.

County of _____)

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

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

_____(Title)_____

My commission expires _____ 20_____.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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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.

CM-1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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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? _____

Title VI -1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

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_____.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

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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. Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 prior to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
3. Contractor shall submit tickets prior to payment for all items that is not paid on a LUMP SUM basis and only the actual amount used on the project will be considered for payment.
4. **Construction shall be phased** for this project due to the large area being disturbed, to minimize erosion control issues, and to minimize the impact on the residents.
5. The contractor shall read and follow the easement documents as shown in the plans and as shown on pages E-1 through E-11. These details the trees that are to remain and will need tree protection fences and also the trees which are to be removed that may be outside the easement area.

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS FOR SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2.

Item 1 MOBILIZATION will include all cost for site layout, engineering, cost of insurance and bonds required for the execution of project described in these documents including all addenda, change orders and other adjustments to the contract. Maintenance of the contract documents and preparation of “as-built” sanitary sewer drawings by an Engineer and/or Surveyor, but signed by a registered Engineer licensed to practice in the State of Tennessee is also included in this item. No additional payment will be made under this item. Payment will be made on a **LUMP SUM** basis for **MOBILIZATION** shown in this contract and shall include all labor, materials and equipment to mobilize on site.

Item 2 CLEARING AND GRUBBING will include all labor, material, equipment and disposal fees for the work defined in the City of Bartlett Technical Specifications “Grading” paragraph 2 “Clearing and Grubbing” Work will include clearing and grubbing within the project limits. This also includes any items noted to be removed in the permanent and/or temporary easements as noted on the easement plats shown on Sheets E-1 through E-11 in this document. No additional payment will be made under this item. Payment may be made on a **PRORATED BASIS as the Clearing and Grubbing is done.** Payment will be made on a **LUMP SUM** basis for **CLEARING AND GRUBBING** shown in this contract.

Item 3 TRAFFIC CONTROL shall include all material, labor, and equipment required to install and maintain the traffic control devices as shown on the plans and as required by the Manual of Uniform Traffic Control Devices (MUTCD) current edition. Traffic control plan assumes trenches will be closed at the end of each work day. The contractor may, at his option and expense, provide an alternate plan of traffic control. Contractor shall submit his alternate plan to the owner. Said plan shall conform to all requirements in the MUTCD. No road closures will be allowed. Additional barricades, cones, drums, flaggers and other devices required to render the work area safe during the work day shall be installed by the contractor at no additional charge. Contractor will maintain access to all properties at all times during the work day. Contractor may, at his option and expense, utilize steel plates to facilitate traffic movement in the work zone. No additional payment will be made for traffic control devices required when trenches are open during, or at the end of the work day. Payment shall be made on a **LUMP SUM** basis for **TRAFFIC CONTROL** devices necessary for this project.

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Item 4 EROSION CONTROL—TYPE C SILT FENCE WITH METAL POSTS—WIRE BACKED will include all labor, materials and equipment to install, maintain and dispose of collected silt and other debris at locations as shown on the plans. Installation shall conform with the requirements of the “best management practices” as defined in the Tennessee Erosion and Sediment Control Handbook a guide for Protection of State Waters through the use of Best Management Practices during Land Disturbing Practices, as published by the Tennessee Department of the Environment and Conservation. (Current Edition) Silt Fence will be type “C” (metal posts with wire backing) and will be ‘**SAFETY ORANGE**’ in color. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove silt fence and stabilize disturbed area with sod or seed and mulch prior to completion of the project. Sod or seed and mulch will be paid under separate item. The Owner has prepared a Storm Water Pollution and Prevention Plan (SWPPP) in accordance with the requirements of the Tennessee Department of Environment and Conservation (TDEC). Owner will pay all filing fees associated therewith. Contractor will comply with the requirements of said SWPPP and will become party thereto. Said SWPPP is included in the appendix of this document and is incorporated as part of this agreement by reference. Contractor shall be considered as the “operator” under said plan and will comply with the reporting requirements as required by TDEC. Cost of such shall be considered incidental to this item. Payment will be made at the unit price per **LINEAR FOOT** of **EROSION CONTROL TYPE C SILT FENCE WITH METAL POSTS—WIRE BACKED** installed and as measured in place and shall be removed from the project when required.

Item 5 ROCK CHECK DAM will include all labor, material and equipment to install, maintain and removal of the Rock Check Dam and the removal and disposal of collected silt and other debris at locations as shown on the plans. Installation shall conform with the requirements of the ‘best management practices’ as defined in the Tennessee Erosion and Sediment Control Handbook – a guide for Protection of State Waters through the use of Best Management Practices during Land Disturbing Practices as published by the Tennessee Department of Environment and Conservation (current edition). The Rock check Dam shall conform with materials and placement as indicated in said Tennessee Erosion and Sediment Control Handbook. Geotextile fabric shall conform to AASHTO M288. Riprap for the Check Dam shall be Class B. No additional payment will be made for the maintenance , reporting and removal of sediment. Contractor will remove Rock Check Dam and stabilize disturbed area with sod prior to completion of the project. Sod or seed and mulch with be paid under separate item. Payment with be made at the unit price per **EACH** of **ROCK CHECK DAM** installed, in place and removed from the project.

Item 6 8” SANITARY SEWER PIPE (0’-6’ DEEP) will include all labor, materials and equipment to install **8” SANITARY SEWER PIPE (0’-6’ DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8” SANITARY SEWER PIPE (0’-6’ DEEP)** complete and in place.

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Item 7 **8" SANITARY SEWER PIPE (6'-8' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (6'-8' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (6'-8' DEEP)** complete and in place.

Item 8 **8" SANITARY SEWER PIPE (8'-10' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (8'-10' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (8'-10' DEEP)** complete and in place.

Item 9 **8" SANITARY SEWER PIPE (10'-12' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (10'-12' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (10'-12' DEEP)** complete and in place.

Item 10 **8" SANITARY SEWER PIPE (12'-14' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (12'-14' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (12'-14' DEEP)** complete and in place.

Item 11 **8" SANITARY SEWER PIPE (14'-16' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (14'-16' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (14'-16' DEEP)** complete and in place.

Item 12 **8" SANITARY SEWER PIPE (16'-18' DEEP)** will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (14'-16' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT** of **8" SANITARY SEWER PIPE (14'-16' DEEP)** complete and in place.

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Item 13 8" SANITARY SEWER PIPE (18'-20' DEEP) will include all labor, materials and equipment to install **8" SANITARY SEWER PIPE (14'-16' DEEP)** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made at the unit price per each **LINEAR FOOT of 8" SANITARY SEWER PIPE (14'-16' DEEP)** complete and in place.

Item 14 8" DIP SANITARY SEWER, shall include all labor, materials and equipment to install an 8" DIP sewer starting at SMH 8, Station 13+12 and ending at Station 14+62 at the grade specified on the plans. Pipe shall be coated as defined in the City of Bartlett Technical Specifications. Cost of excavation, backfill, compaction, dewatering and etc. are included in this item. No additional payment shall be made for this item. Contractor shall submit the information concerning the 8" DIP to the City of Bartlett Engineering Department for review and approval prior to ordering the 8" DIP. Payment shall be made at the unit price per **linear foot of 8" DIP SANITARY SEWER**, installed and in place.

Item 15 8" HDPE SANITARY SEWER (DIRECTIONAL BORE), shall include all labor, materials and equipment to install an 8" HDPE sewer at the grade specified on the plans and shall start at SMH #9 and end at SMH #10. If the grade of the HDPE pipe installed is outside acceptable limits as determined by the engineer, the HDPE pipe will be removed by the contractor and re-installed without additional compensation. Cost of excavation, backfill, compaction, dewatering, and boring equipment are included in this item. No additional payment shall be made for this item. Contractor shall submit the information concerning the 8" HDPE pipe to the City of Bartlett Engineering department for review and approval prior to ordering the 8" HDPE pipe. Payment shall be made at the unit price per **linear foot of 8" HDPE SANITARY SEWER (DIRECTIONAL BORE) BORED AT GRADE**, installed and in place.

Item 16 6' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER) will include all labor, materials and equipment to install **6' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER)** as shown on the plans and as defined in the specifications. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made for **EACH 6' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER)** installed and in place.

Item 17 6' DIAMETER EXTRA DEPTH SEWER MANHOLES will include all labor, materials and equipment to install **6' DIAMETER EXTRA DEPTH SEWER MANHOLES** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made for **EACH VERTICAL FEET OF 6' DIAMETER SEWER MANHOLES** installed and in place over and above Item No. 16.

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Item 18 4' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER)

will include all labor, materials and equipment to install **4' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER)** as shown on the plans and as defined in the specifications. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made for **EACH 4' DIAMETER SEWER MANHOLES (0'-6' DEEP WITH RIM & COVER)** installed and in place.

Item 19 4' DIAMETER EXTRA DEPTH SEWER MANHOLES will include all labor, materials and equipment to install **4' DIAMETER EXTRA DEPTH SEWER MANHOLES** as shown on the plans and as defined in the specifications. Payment will be made per the depth as shown on the plans. Contractor shall notify the engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made for **EACH VERTICAL FEET OF 4' DIAMETER SEWER MANHOLES** installed and in place over and above Item No. 18.

Item 20 6" SDR26 SEWER SERVICE & STAND PIPE will include all labor, materials, fittings, and equipment to install a complete **6" SDR26 SEWER SERVICE & STAND PIPE**. Item includes additional excavation, bedding backfill and compaction of the trench. No additional payment shall be made under this item. Payment will be made at the unit price per **EACH of 6" SDR26 SEWER SERVICE & STAND PIPE** complete and in place.

Item 21 6" SDR26 SEWER SERVICE & STAND PIPE will include all labor, materials, fittings, and equipment to install a complete **6" SDR26 SEWER SERVICE & STAND PIPE at 7497 Appling Road**. . Item includes additional excavation, bedding backfill and compaction of the trench. No additional payment shall be made under this item. Payment will be made at the unit price per **LUMP SUM of 6" SDR26 SEWER SERVICE & STAND PIPE at 7497 Appling Road**, complete and in place.

ITEM 22: TREE-White Dogwood 2" – 2 ½ " CALIPHER (TRACT NO. 12) shall include all labor, materials and equipment to install the WHITE DOGWOOD TREE on Tract No. 12 as shown on the plans or as directed by the engineer. No additional payment will be made under this item. Payment will be made for **EACH TREE-White Dogwood-2" – 2 ½ " CALIPHER (TRACT NO. 12)** installed and in place.

ITEM 23: TREE-White Dogwood 2" – 2 ½ " CALIPHER (TRACT NO. 5) shall include all labor, materials and equipment to install the WHITE DOGWOOD TREE on Tract No. 5 as shown on the plans or as directed by the engineer. No additional payment will be made under this item. Payment will be made for **EACH TREE-White Dogwood-2" – 2 ½ " CALIPHER (TRACT NO. 5)** installed and in place.

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ITEM 24: TREE-Cherry-2" – 2 ½ " CALIPHER (TRACT NO. 5) shall include all labor, materials and equipment to install the CHERRY TREE on Tract No. 5 as shown on the plans or as directed by the engineer. No additional payment will be made under this item. Payment will be made for **EACH TREE-CHERRY -2" – 2 ½ " CALIPHER (TRACT NO. 5)**, installed and in place.

Item 25 CLASS "C" RIPRAP for OPEN-CUT WET WEATHER CONVEYANCE CROSSING will conform with section 2408 of the City of Memphis standard construction specifications and is incorporated herein by reference. Class "C" will comply with Grade "C" in said specifications. This Rip Rap shall be placed on top of an erosion control filter fabric, as approved by the City Engineer. This rip rap and filter fabric will be used for the permanent repairs as needed and as directed by the City Engineer. Removal and disposal of the temporary crossings are included in this bid item. The cost of the erosion control fabric shall be considered as incidental to this item and shall be included in the unit price of the rip rap. Payment will be made on the unit price per each **TON of CLASS "C" RIPRAP for OPEN-CUT WET WEATHER CONVEYANCE CROSSING** installed complete and in place.

Item 26 #57 STONE FOR UNDERCUT BEDDING will include all labor, materials, and equipment required should conditions be encountered that would require additional excavation and/or removal and disposal of unsuitable material encountered in excavation and trenching, as determined by the Engineer, or as called for in these specifications. Proper disposal, tip fees and transportation of unsuitable materials will be considered incidental to this item. Backfill materials shall consist of #57 or washed ¾" graded stone, or other materials suitable to the engineer for the conditions encountered. No payment will be made under this item without the expressed approval of the engineer. Payment will be made at the unit price per **TON of #57 STONE** approved, compacted and installed in place.

Item 27 CR-610 CRUSHED LIMESTONE FOR DRIVEWAY REPAIR will include all labor, materials, and equipment required to install, maintain and repair driveways and roadway open cuts where excavation shall occur. Placement in other areas shall be allowed as directed by the engineer. Proper disposal, tip fees and transportation of unsuitable materials will be considered incidental to this item. Materials shall consist of CR-610 crushed limestone, or other materials suitable to the engineer for the conditions encountered. Payment will be made at the unit price per **TON of CR-610 CRUSHED LIMESTONE FOR DRIVEWAY REPAIR** approved, compacted and installed in place

Item 28 ASPHALT DRIVEWAY REPAIR-2" THICK, MINIMUM will include all labor, materials and equipment to install, maintain and repair asphalt driveways that are damaged during construction. Minimum asphalt thickness for the driveway repair shall be 2 inches or as directed by the Engineer. If required, CR-610 will be used for the base and paid for under Item No. 27, as directed by the Engineer. Refer to City of Bartlett Technical Specifications section 1, ASPHALT. Payment will be made at the unit price per **TON of ASPHALT DRIVEWAY REPAIR-2" THICK, MINIMUM** complete and in place.

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Item 29 ASPHALT STREET REPAIR will include all labor, materials and equipment to install, maintain and repair the roadway that are damaged during construction. Minimum asphalt thickness for the street repair shall be 2 inches or as directed by the Engineer. If required CR-610 will be used for the base and paid for under Item No. 27, as directed by the Engineer. This asphalt street repair shall be for Lexie Gardener and Bompreszi Road AND Broadway Road. Refer to City of Bartlett Technical Specifications section 1, ASPHALT. Payment will be made at the unit price per **TON** of **ASPHALT STREET REPAIR** complete and in place.

ITEM 30: CONCRETE DRIVEWAY REPAIR/REPLACEMENT will include all labor, material and equipment required to replace concrete driveways and concrete sidewalks with 6 inch thick (nominal) cement concrete and shall match the existing concrete driveway. Not all of the driveways are poured with the same concrete mix, so the contractor may need to provide a mix design based on a certain address. Base material (if any) for the driveways will be paid under item 27-- CR-610 Crushed Limestone. No additional payment will be made will be made under this item. This item is proposed for the concrete driveways as noted on the plans. Contractor shall submit mix design to City Engineer for review and approval. Finish shall match that of the existing concrete driveway. Payment will be made at the unit price per **SQUARE FOOT** of **CONCRETE DRIVEWAY REPAIR/REPLACEMENT** complete and in place.

Item 31 SEEDING AND MULCHING, TEMPORARY AND/OR PERMANENT refer to City of Bartlett Technical Specifications section 12 Grading paragraph 15 for specifications regarding this item. Any permanent seeding shall be fully mature prior to acceptance and prior to contract completion date. Payment will be made at the unit price per **SQUARE YARD** of **SEEDING AND MULCHING, TEMPORARY AND/OR PERMANENT** applied, growing and accepted in place.

Item 32 SOD shall include all labor, materials and equipment to install sod at the locations shown on the plans or as directed by the engineer. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Refer to the following:
[<http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf>]. Sod will be inspected/accepted no earlier than 10 days after installation. Any sod that dies or is damaged by construction activities or settlement shall be replaced at no additional cost and will not be paid for under this item. Tickets will be required. Payment will be made at the unit price per **SQUARE YARD** of **SOD** installed complete and in place.

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Item 33 TEMPORARY 2" X 4" FENCE, 4 FEET HIGH. This item includes construction of a new temporary fence as shown on Tract 10 and relocation of this new fence to the same location of original fence along the road once construction is complete. This fence includes metal posts spaced 8 feet on center and 2" X 4" fence and is approximately 300 feet long. The initial fence shall use new materials, and the relocated permanent fence can use the same materials as long as the work can be done without compromising the integrity and security of the pasture. This is intended for the work at tract 10. Payment will be made as a **lump sum to be split** 50% for the temporary fence and 50% for the final permanent fence for **TEMPORARY 2" X 4" FENCE, 4 FEET HIGH** complete and acceptable to the City and the property owner..

Item 34 TEMPORARY 2" X 4" FENCE, 4 FEET HIGH—WITH ELECTRIC FENCE. This item includes construction of a new temporary fence with an electric fence as shown on Tract 3 and relocation of this new fence to the same location of original fence along the road once construction is complete. This fence including the electric fence includes metal posts spaced 8 feet on center and 2" X 4" fence and is approximately 300 feet long. The initial fence shall use new materials, and the relocated permanent fence can use the same materials as long as the work can be done without compromising the integrity and security of the pasture. This is intended for the work at tract 3. Payment will be made as a **lump sum to be split** 50% for the temporary fence and 50% for the final permanent fence for **TEMPORARY 2" X 4" FENCE, 4 FEET HIGH** complete and acceptable to the City and the property owner.

Item 35 TEMPORARY METAL GATE, 4 FEET HIGH. This item includes construction of a new temporary gate as shown on Tract 3 to allow access across the wet weather conveyance. This temporary gate shall be provided with a chain and lock for use by the contractor and the property owner of Tract 3. The temporary gate shall use new materials, and the relocated gate can use the same materials as long as the work can be done without compromising the integrity and security of the pasture. This is intended for the work at tract 3. Payment will be made as a **lump sum to be split** 50% for the temporary fence and 50% for the final permanent fence for **TEMPORARY METAL GATE, 4 FEET HIGH** complete and acceptable to the City and the property owner.

Item 36 TEMPORARY METAL GATE, 4 FEET HIGH. This item includes construction of a new temporary gate as shown across the unopened section of Bomprezzi Road just south of Lexie Gardner. This temporary gate shall be provided with a chain and lock for use by the contractor and the City of Bartlett. The temporary gate shall use new materials, and the relocated gate can use the same materials. This is intended for the work at the unopened section of Bomprezzi Road. Payment will be made as a **lump sum to be split** 50% for the temporary fence and 50% for the final permanent fence for **TEMPORARY METAL GATE, 4 FEET HIGH** complete and acceptable to the City and the property owner.

Item 37 SEPTIC TANK FIELD LINE REPAIR/REPLACEMENT will include all labor, materials, and equipment to repair septic tank field lines that have been damaged during trenching and/or boring of new sewer. Repairs shall be made by replacing the perforated sewer pipe and the washed rock surrounding the pipe. The minimum washed rock shall be 18" encompassing the sewer pipe, as directed by the Engineer. No additional payment will be made under this time. Payment will be made at the unit price per **LINEAR FOOT of SEPTIC TANK/FIELD LINE REPAIR/REPLACEMENT** installed and in place.

Item 38 CONCRETE FOR 8" SDR26 SEWER PIPE ENCASEMENT will include all labor, material, and equipment to install a 160 foot long concrete encasement of the 8" DIP gravity sewer line starting at SMH # 8 Station 13+12 and ending at Station 14+72. Contractor shall notify the Engineer of any discrepancy before excavation begins. No additional payment will be made under this item. Payment will be made as a unit price for **LUMP SUM of CONCRETE FOR 8" SDR26 SEWER PIPE ENCASEMENT**.

Item 39 CONSTRUCTION ENTRANCE shall include all materials, labor and equipment to construct, operate and remove a construction entrance at the location shown on the plans. The construction entrance shall be constructed in compliance with the TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK second edition as published by the Tennessee Department of Environment and Conservation (as revised) Construction Exit – CE pp CE-1 – CE-4 inclusive and as shown on the detail on Sheet 7 of the plan set. No additional payment will be made for water, water service, labor and materials for cleaning of vehicles, and sediment removal and disposal. Additional Construction Entrances installed for the convenience of the contractor shall be considered incidental to this item. Upon completion of the project, contractor shall remove the construction entrance and properly restore the disturbed area. Payment will be made at the unit price per **EACH of CONSTRUCTION ENTRANCE** installed, operated and removed.

Item 40 CONNECT TO EXISTING SMH will include all labor, material, & equipment to connect the new 8" Sanitary Sewer to the existing SMHs as shown on the plans. No additional payment will be made under this item. Payment will be made on a **LUMP SUM** basis for **CONNECT TO EXISTING SMH** shown in this contract.

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EASEMENT PLATS:

		<u>Recorded in:</u>	<u>Found on:</u>
Tract 1	4478 Broadway	Instr. # 14005097	sheet 30 of 32
Tract 2	4442 Broadway	Instr. # 13106565	sheet 30 of 32
Tract 3	4426 Broadway	Instr. # 14005094	sheet 30 of 32
Tract 4	4400 Broadway	Instr. # 13106564	sheet 30 of 32
Tract 5	4409 Broadway	Instr. # 16092846	sheet 31 of 32
Tract 10	4491 Bomprezzi	Instr. # 13088927	sheet 31 of 32
Tract 11	4492 Bomprezzi	Instr. # 13088902	sheet 31 of 32
Tract 12	4457 Bomprezzi	Instr. # 13088913	sheet 32 of 32
Tract 13	4441 Bomprezzi	Instr. # 13088925	sheet 32 of 32
Tract 14	4381 Bomprezzi	Instr. # 16092847	sheet 32 of 32
Tract 18	0 Appling	Instr. # 13124977	sheet 32 of 32

NOTE: The Contractor shall perform the work on this sewer project as noted on the individual easement plats and as noted/shown on the plans. Any discrepancies shall be brought to the Engineer for his decision.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 1

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

Within these easements, the City of Bartlett will:

1. Install the 8" sanitary sewer line from the SMH at (approximately) Station 19+05 to the SMH at (approximately) Station 17+66 by use of a directional bore method, with the sewer line approximately 10-14' deep.
2. As per the arborist's report, all work will be performed outside the 54' radius of the protected dripline of the 54" diameter Cherrybark Oak tree.
3. Establish a tree protection area just south of the new sewer manhole near Station 19+15 which is on the north side of the 54" Cherrybark Oak tree.
4. Ensure that no contractor equipment, vehicles or personnel transit the area between the new sewer manhole north of the 54" Cherrybark Oak tree and the south property line of the Edwards property. This also involves elimination of the proposed temporary construction easement within that area.
5. Warrant the condition of the 54" Cherrybark Oak tree for 5 years and, at the discretion of the City, either mitigate any damage, if possible, or as a last resort, remove the 54" Cherrybark Oak tree if the boring work has caused the damage/deterioration affecting the 54" Cherrybark Oak tree.
6. Provide a pre-construction, deep root fertilizer treatment of the 54" Cherrybark Oak tree approximately 3-6 months before the boring will occur. This treatment will not be done during the summer draught months - as determined by the weather conditions.
7. Send its arborist to inspect the condition of the 54" Cherrybark Oak tree just prior to the bore, and approximately every 6 months thereafter for a period not to exceed 5 years. These inspections will be to ensure the 54" Cherrybark Oak tree has not been harmed by the bore operation. These inspections will take place from the ground, with no tree climbing anticipated. Any signs of insect infestations, disease, or lightning strike on the 54" Cherrybark Oak tree, will void this warranty. At the time of granting this easement, none of these were observed to be present.
8. The sanitary sewer manhole to be installed at (approximate) station 19+05 shall be installed with the top flush to the ground for ease of mowing the grass.

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 2

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

Within these easements, the City of Bartlett will:

1. Restore the lot line swale along the north lot line.
2. Relocate the large section of large CMP culvert currently stored in the easement area to an area to be designated on the property outside the sanitary sewer easement area – maximum distance of 200' – if it has not already been removed or installed by the property owner.
3. If the CMP culvert has not been installed, provide an at-grade ditch crossing near the south end of the property where the ditch will be reworked as a result of the sanitary sewer line work

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 26 day of July 2013

Wade Twles
Assistant City Engineer

This 30 day of July 2013

(de ceased)
Charles A. Daniel

Gloria G. Daniel
Gloria G. Daniel

P:\PW\Weng\utility\Project Manager\Shadowlan Sewer Extension\PHASE 2 - SOUTH OF SHADOWLAWN\Tract 2 easement - Daniel.doc

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 3

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

The above total monetary consideration of **\$10,040.22** is for the permanent sewer easement and temporary construction easement described herein.

Within these easements, the City of Bartlett will:

1. Ensure the new sanitary sewer service riser for this property is extended to the west side of the ditch.
2. Fencing:
 - a. Provide temporary fencing with appropriate gates as necessary to keep the goats separate from the horse and mule; to keep the workers and equipment separate from the animals; and to allow access between the east and west side of the property. This fencing will have to be constructed in phases as equipment access to Tract 2 shall be via Tracts 3 and 4, and the resident will require access to the animals on the other side of the fence during construction. The fences shall be constructed a minimum of 4' high using 2" x 4" wire mesh and appropriate steel posts and fasteners along with a single strand of barbed wire on top. All gates shall have chains to assist with locking.
 - b. All temporary fencing shall also carry an associated electric fence with two strands along the north and south line and the ditch, and one strand along the east-west fencing. Proper insulators shall be fastened on each post. The temporary electric fencing shall connect to the existing solar panel/controls near the vehicle gate on the west side of the ditch.
 - c. The temporary fence from Station 22+62 to 18+28 (along the southeast side of the property) shall be left in place when the work is finished.
3. Trees:
 - a. Lower limbs on trees to be saved will be carefully cut to avoid interference with construction equipment.
 - b. All trees and limbs scheduled to be cut or removed that are greater than 8" in diameter and less than 24" in diameter will be set aside outside the temporary construction easement for the resident for fire wood.
 - c. Tree protection shall be required around all trees to be saved.
 - d. Despite this protection, any tree that is within the temporary construction easement and scheduled to be saved, cannot be guaranteed by the city that it will not be damaged.

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 3

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

4. Drainage ditch:

- a. The ditch running from southwest to north will be restabilized as part of the restoration of the disturbed areas. Trees along the west bank of this ditch shall be saved. Trees along the east bank of this ditch will be removed. The fence must also be replaced at both the north and south property lines, yet allowing for the passing of most debris rather than letting it build up on and damage the fence
- b. An at-grade ditch crossing shall be included with the ditch stabilization – at the same location as it currently exists.

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 19 day of Dec. 2013

Wade Twiles
Assistant City Engineer

This 19 day of December 2013

Weida J. E. Ringley
Weida J. E. Ringley

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 4

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

The City will:

1. Provide the sewer service out of SMH at Station 11+80.
2. Scoop up the remaining iris' planted along about 75' of the fenceline and set them off to the side for the resident to replant.
3. Work with the appropriate Utility company to provide temporary cable, telephone, electric and gas service to the house, as all of these underground service lines run parallel to and are located within the two easements. The telephone, cable and electric all originate from a power pole which may also have to be relocated as it is in the middle of the permanent sewer easement.
4. Provide new cedar trees of 2" caliper to replace each of the existing 5 to be removed. A sixth cedar tree is located just outside of the temporary easement and shall be saved and protected. If not possible, it also shall be replaced. These new trees shall be planted along the edge of the permanent sewer easement.

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 26 day of July 2013

Wade Tholes
Assistant City Engineer

This 5 day of August 2013

William D. Mathis
William D. Mathis

Lisa Mathis
Lisa Mathis

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 6

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

Within these easements, the City of Bartlett will:

1. Relocate the private flagpole and associated ground light for said flag pole.
2. Relocate private light pole and associated wiring.
3. Restore the driveway planter as necessary after the sewer line has been installed.
4. Restore both driveways with asphalt, and replace culverts as necessary.
5. If the red oak tree can not be saved, replace it with a 2" caliper red oak planted outside the permanent sanitary sewer easement.

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 1 day of July 2013

Wade Twiles
Assistant City Engineer

This 1st day of July 2013

William J. Condy
William J. Condy

(deceased)
Pauline C. Condy

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 11

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

PERMANENT SANITARY SEWER EASEMENT CONTRACT

William J Condry & Pauline C Condry
4481 Bompreszi - TRACT 11

For and in consideration of the sum [REDACTED] for the permanent sewer easement and [REDACTED] for the temporary construction easement) paid to the undersigned and other good and sufficient, considerations, the receipt of which is hereby acknowledged, the undersigned does grant and convey unto the City of Bartlett, Tennessee and unto its successors and assigns, an easement to construct, maintain and operate a permanent sanitary sewer easement across part of the William J. Condry and wife, Pauline C. Condry property of record in Book 5941, Page 396, parcel # B0149B00004, being Lot 4 of Lady Carmen Subdivision of record in Plat Book 23, Page 64 in the Shelby County Register's Office and being more particularly described as follows:

BEGINNING at a point in the west line of Bompreszi Road being 203.50 feet south of the intersection of said west line with the south line of Shadowlawn Road, said point being the northeast corner of said Condry property; thence South 13 degrees 04 minutes 04 seconds West along the west of Bompreszi Road a distance of 102.73 feet to a point being the southeast corner of said Condry property; thence North 86 degrees 09 minutes 12 seconds West along the south line of said Condry property a distance of 6.74 feet to a point; thence North 13 degrees 03 minutes 46 seconds East a distance of 102.66 feet to a point in the north line of said Condry property; thence South 86 degrees 40 minutes 55 seconds East along said north line a distance of 6.76 feet to the POINT OF BEGINNING and containing 684 square feet of land, more or less.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT
LOCATED PARALLEL AND ADJACENT TO THE ABOVE
DESCRIBED EASEMENT AND CONTAINING 1026 SQUARE FEET.

The above total monetary consideration of [REDACTED] is for the permanent sewer easement and temporary construction easement described herein.

Within these easements, the City of Bartlett will:

1. Restore the driveway with asphalt, and replace the culvert as necessary.

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 12

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

PERMANENT SANITARY SEWER EASEMENT CONTRACT**William J Condry****4457 Bomprezzi - TRACT 12**

For and in consideration of the sum [REDACTED] for the permanent sewer easement and [REDACTED] for the temporary construction easement) paid to the undersigned and other good and sufficient, considerations, the receipt of which is hereby acknowledged, the undersigned does grant and convey unto the City of Bartlett, Tennessee and unto its successors and assigns, an easement to construct, maintain and operate a permanent sanitary sewer easement across part of the William J. Condry property of record in Probate 360-873, parcel # B0149B00005, being Lot 5 of Lady Carmen Subdivision of record in Plat Book 23, Page 64 in the Shelby County Register's Office and being more particularly described as follows:

BEGINNING at a point in the west line of Bomprezzi Road being 306.23 feet south of the intersection of said west line with the south line of Shadowlawn Road, said point being the northeast corner of said Condry property; thence South 13 degrees 04 minutes 04 seconds West along the west line of Bomprezzi Road a distance of 179.85 feet to a point being the southeast corner of said Condry property; thence North 86 degrees 44 minutes 31 seconds West along the south line of said Condry property a distance of 6.74 feet to a point; thence North 13 degrees 03 minutes 46 seconds East a distance of 179.92 feet to a point in the north line of said Condry property; thence South 86 degrees 09 minutes 12 seconds East along said north line a distance of 6.74 feet to the POINT OF BEGINNING and containing 1,195 square feet of land, more or less.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT
LOCATED PARALLEL AND ADJACENT TO THE ABOVE
DESCRIBED EASEMENT AND CONTAINING 1800 SQUARE FEET.

The above total monetary consideration of [REDACTED] is for the permanent sewer easement and temporary construction easement described herein.

Within these easements, the City of Bartlett will:

1. Restore the driveway with asphalt, and replace the culvert as necessary.

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 12

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

2. Remove all existing stumps within the temporary and permanent easements.
3. If the 2 Maple Trees and 2 Dogwood trees can not be saved, replace them with 2 Sugar Maple and 2 Dogwood trees of 2" caliper and plant them outside the permanent sanitary sewer easement.
4. Replace in kind, the concrete block mailbox base at the driveway.

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 1 day of July 2013

Wade Toles
Assistant City Engineer

This 1st day of JULY 2013

William J. Condy
William J. Condy

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

EASEMENT REQUIREMENTS ON TRACT 13

PREPARED BY:
THE CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD
BARTLETT TN 38134

The City will:

1. Remove the lower 2 limbs of the oak tree just outside of the temporary easement, as they hang over both the permanent and temporary easement.
2. While removing limbs, the 3 lower ones over the driveway will also be removed.
3. It is noted this house has underground power from the power pole at the north property line at the street.

To have and to hold unto the said City of Bartlett, its successors and assigns forever, but only for the purpose of entry upon, construction of and occupancy by sanitary sewer improvements thereon, it being the purpose of this conveyance to grant unto the City of Bartlett and its designees the full right and authority to enter upon the aforementioned parcel of land, and to install, construct and maintain sanitary sewer improvements thereon, together with full right and authority at any time after the installation of such to enter upon said land for the purpose of repairing, replacing or removing said sanitary sewer improvements, or for the purpose of doing any other work necessary for the proper maintenance of such improvements.

And the undersigned hereby warrants the above described easements and rights unto said grantee, its successors and assigns against the lawful claim or demands of any or all persons claiming by, through, or under the undersigned.

This 3 day of July 2013

Wade Twiles
Assistant City Engineer

This 3 day of July 2013

Gary E Conklin
Gary E Conklin

Melody A Conklin
Melody A Conklin

(deceased)
P C Williams

Carrie J Williams
Carrie J Williams

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Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

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, BPS-2, BPS-3 and BPS-4
10. Past Project References of Similar Work

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

BSF-1

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

BID PRICING SHEET

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2					
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total
1	Mobilization	LS	1		
2	Clearing & Grubbing	LS	1		
3	Traffic Control	LS	1		
4	Erosion Control--Type C Fence with metal posts	LF	6,500		
5	Rock Check Dam	EA	4		
6	8" Sanitary Sewer Pipe (0'-6' Deep) SDR26 PVC Gravity Sewer	LF	690		
7	8" Sanitary Sewer Pipe (6'-8' Deep) SDR26 PVC Gravity Sewer	LF	890		
8	8" Sanitary Sewer Pipe (8'-10' Deep) SDR26 PVC Gravity Sewer	LF	710		
9	8" Sanitary Sewer Pipe (10'-12' Deep) SDR26 PVC Gravity Sewer	LF	490		
10	8" Sanitary Sewer Pipe (12'-14' Deep) SDR26 PVC Gravity Sewer	LF	510		
11	8" Sanitary Sewer Pipe (14'-16' Deep) SDR26 PVC Gravity Sewer	LF	175		
12	8" Sanitary Sewer Pipe (16'-18' Deep) SDR26 PVC Gravity Sewer	LF	190		
13	8" Sanitary Sewer Pipe (18'-20' Deep) SDR26 PVC Gravity Sewer	LF	175		
14	8" DIP Sanitary Sewer starting at SMH # 8, Station 13+12 to Station 14+62	LF	150		
15	8" HDPE Sanitary Sewer installed by directional bore--SMH #9 to SMH #10	LF	145		
16	6' Diameter Sewer Manholes (0'-6' w/Rim & Cover) (SMH'S 10, 16, 17, 23 and 24)	Each	5		

BPS-1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

BID PRICING SHEET

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2					
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total
17	6' Diameter Extra Depth Sewer Manholes	VF	48		
18	4' Diameter Sewer Manholes (0'-6' w/Rim & Cover)	EA	14		
19	4' Diameter Extra Depth Sewer Manholes	VF	38		
20	6" SDR26 Sewer Service & Stand Pipe	EA	20		
21	6" SDR26 Sewer Service & Stand Pipe--locations 7497 Appling Road (includes 1 complete service)	LS	1		
22	TREE--White Dogwood (2"-2 1/2 " CALIBER)--TRACT NO. 12	EA	2		
23	TREE--White Dogwood (2"-2 1/2 " CALIBER)--TRACT NO. 5	EA	2		
24	TREE--Cherry (2"-2 1/2 " CALIBER)--TRACT NO. 5	EA	2		
25	Class "C" Riprap with filter fabric for Open Cut Wet Weather Conveyance Crossing and for permanenmt repair of wet weather conveyance	TON	300		
26	#57 Stone for Undercut Bedding	TON	500		
27	CR-610 Crushed Limestone for Driveway Repair and maintenance of traffic	TON	500		
28	Asphalt Driveway Repair—(2" thick minimum)	TON	50		
29	Asphalt Street Repair—Road cuts for sewer installation (2" thick minimum)	TON	250		

BPS-2

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

BID PRICING SHEET

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2					
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total
30	Concrete Driveway Repair – (6" thick minimum)	SF	700		
31	Seeding & Mulching, Temporary and/or Permanent	SY	35,000		
32	Sod	SY	30,000		
33	Temporary Fence 2X4 mesh, 4 foot tall on Tract 10	LF	300		
34	Temporary Fence 2X4 mesh, 4 foot tall, equiped with an electric fence wire to connect into existing electric fence on Tract 3	LF	300		
35	Temporary metal gate across the drainage ditch on Tract 3	LS	1		
36	Temporary metal gate across the un opened portion of Bompreszie Road, 14 feet wide with chain and lock	LS	1		
37	Septic Tank Field Line Repair/Replacement	LF	100		
38	Concrete for 8" DIP Sewer Pipe Encasement starting at SMH # 8, Station 13+12 to Station 14+72 (160 lineal feet long)	LS	1		
39	Construction Entrance	EA	4		
40	Connect to Existing SMH	EA	3		
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2--BID TOTAL					

BPS-3

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

Total Base Bid in Words:

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

BPS – 4

- 42 -

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2
 Sealed Bid #: FY2017-09-015
 Due Date: October 11, 2016

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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

NOTICE OF AWARD

To:

PROJECT Description: **FY2017-09-015 Shadowlawn Road Sewer Extension Project Phase 2.**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2016 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 _____, 2016.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonaldTitle: 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: _____

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2
 Sealed Bid #: FY2017-09-015
 Due Date: October 11, 2016

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:

FY2017-08-015 Shadowlawn Road Sewer Extension Project Phase 2.

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 prosecution 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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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:

SuretyBy: _____
Attorney-in-Fact_____
(Surety) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Surety_____
Address - Zip Code

PPB-2

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

NOTICE TO PROCEED

TO:

PROJECT: FY2017-09-015 Shadowlawn Road Sewer Extension Project Phase 2.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016 and you are to complete the WORK within 240 (two hundred and forty) 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: _____

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 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 **FY2017-09-015 Shadowlawn Road Sewer Extension Project Phase 2.**
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 two hundred and forty (240) 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

CA-1

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

(M) SPECIFICATIONS prepared or issued by **The City of Bartlett Engineering Department** and dated _____, 2016.

(N) DRAWINGS prepared by **BWSC and City of Bartlett**, numbered 1 through 32, and dated _____, 2016.

(O) ADDENDA:

NO. _____, Dated _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

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.
11. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
12. 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.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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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 McDonaldTITLE: 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____

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
MEMPHIS ENVIRONMENTAL FIELD OFFICE
DIVISION OF WATER RESOURCES
8383 WOLF LAKE DRIVE
MEMPHIS, TN 38133

August 9, 2016

Mr. Wade Towles
Assistant City Engineer
City of Bartlett
e-copy: wtowles@cityofbartlett.org
6382 Stage Road
Bartlett, TN 38134

Subject: **General Permit for Construction of Intake and Outfall Structures
Aquatic Resource Alteration Permit (ARAP) NR1605.038
Stonecrest Planned Development
City of Bartlett, Engineering
Bartlett, Shelby County, Tennessee**

Dear Mr. Towles:

We have reviewed your application for the proposed Construction of three detention pond drainage channels into Raner Creek. Pursuant to the *Tennessee Water Quality Control Act of 1977* (T.C.A. § 69-3-101 et seq.) and supporting regulations the Division of Water Resources is required to determine whether the activity described in the attached notice of coverage will violate applicable water quality standards. This permit may also serve as a federal §401 water quality certification (pursuant to 40 C.F.R. §121.2).

This activity is governed by the *General Permit for Construction of Intake and Outfall Structures*. The work must be accomplished in conformance with accepted plans and information submitted in support of application NR1605.038 and the limitations and conditions set forth in the *General Permit for Construction of Intake and Outfall Structures* (enclosed). It is the responsibility of the permittee to ensure that all contractors involved with this project have read and understand the permit conditions before the project begins.

Please note that authorization under the general permit is only for the construction of the structures and does not authorize water withdrawal or release. These structures may not cause bank erosion due to increased velocity or improper alignment. In addition, adequate erosion controls must be installed prior to construction and maintained during construction of the project. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction..

Annual Maintenance and Coverage Termination

Permittees will be assessed an annual maintenance fee of \$350 for coverages that exceed one year. Please note that this maintenance fee does not grant the right to extend coverage past the expiration date of the General Permit itself.

Permittees may terminate coverage prior to the expiration date by submitting a completed notice of termination form (NOT), which is available on the division's webpage at

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

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http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1450. A complete NOT should include photodocumentation of the finished project area. The division will notify the permittee that either the NOT was received and accepted, or that the permit coverage is not eligible for termination (due to existing deficiencies) and has not been terminated.

We appreciate your attention to the terms and conditions of this general permit for aquatic resource alteration. If you have any questions, please contact Ms. Heather Meadors at (901) 371-3031 or by e-mail at heather.meadors@tn.gov.

Sincerely,



Joellen Brazile
Environmental Program Manager

Encl: NOC and copy of general permit
CC: Memphis EFO Permit File

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016



Under the Aquatic Resource Alteration
General Permit for Construction of Intake and Outfall Structures

Tennessee Department of Environment and Conservation
 Division of Water Resources
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 11th Floor
 Nashville TN 37243

ARAP - NR1605.038

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, T.C.A. 69-3-101 *et seq.*) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the *General Permit for Construction of Intake and Outfall Structures* issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR1605.038 and the terms and conditions set forth in the above referenced general permit.

PERMITTEE: City of Bartlett, Engineering

AUTHORIZED WORK: Construction of three detention pond drainage channels into Raner Creek

LOCATION: North side of Old Brownsville Road at Ellendale Road, Shelby County
 Latitude: 35.2583 Longitude: -89.8417

WATERBODY NAME: Raner Creek

EFFECTIVE DATE: 09-AUG-16**EXPIRATION DATE:** 06-APR-20

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal §404 permit from the U. S. Army Corps of Engineers, a §26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal §401 water quality certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. § 69-3-101 *et seq.* or of § § 301, 302, 303, 306 or 307 of *The Clean Water Act*).

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.

RDA 1017

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SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

APPENDIX 1

STORM WATER POLLUTION PREVENTION PLAN

CITY OF BARTLETT

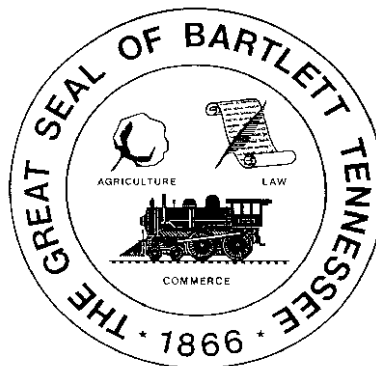
Shadowlawn Road Sewer Extension Project Phase 2

City of Bartlett, Shelby County, Tennessee

Prepared for:

City of Bartlett

Engineering Department
6382 Stage Road
Bartlett, TN 38134
901-385-6499



Prepared by:

City of Bartlett, Engineering Department
Wade Towles, P.E.

August 25, 2016

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

STORM WATER POLLUTION PREVENTION PLAN**Shadowlawn Road Sewer Extension Project Phase 2****TABLE OF CONTENTS**

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STORM WATER POLLUTION PREVENTION PLAN

Shadowlawn Road Sewer Extension Project Phase 2

I. INTRODUCTION

This document is the Storm Water Pollution Prevention Plan (SWPPP) for the construction activities at Shadowlawn Road Sewer Extension Project Phase 1-B. A Vicinity Map indicating the location of the project is provided in Appendix A to this Plan.

This SWPPP has been prepared for the proposed construction activity to the Tennessee General Permit for Storm Water Discharges from Construction Activity (CGP).

A copy of the Notice of Intent (NOI) for coverage under the CGP is provided in Appendix B to this Plan. As indicated on the NOI, the "Operators" for this Project are as follows:

- The City of Bartlett has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications.
- The selected contractor will have day-to-day operational control of the construction and activities at the Project, which are necessary to ensure compliance with this Plan for the site or other, permit conditions.

The individual designated to be responsible for erosion and sediment controls for this Project is as follows:

Name: Wade Towles, P.E.
 Title: Assistant City Engineer
 Company: City of Bartlett
 Street Address: 6382 Stage Road
 City/State/Zip: Bartlett, TN 38134
 Telephone: 901.385.6499

II. PURPOSE AND SCOPE

The United States Environmental Protection Agency (EPA) and the State of Tennessee Department of Environment and Conservation (TDEC) have developed programs to regulate the discharge of storm water runoff from certain types of construction activity. As a result, the construction activities at the Project require an NPDES General Permit for Storm Water Discharges from Construction Activity. One of the requirements of the General Permit is the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce the pollution of surface waters resulting from the construction activity.

The purpose of this SWPPP is to identify potential sources of pollution reasonably expected to affect the quality of storm water discharges from construction activities at the Project. This SWPPP also provides the control measures and describes the implementation practices, which will be used to reduce the pollutants in storm water discharges associated with this construction to enable compliance with the requirements of the General Permit.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

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This SWPPP has been prepared in accordance with the requirements of Part IV of the CGP and in accordance with good engineering practices. The Environmental Protection Agency's (EPA) "Developing Pollution Prevention Plans and Best Management Practices" and the Tennessee Department of Environment and Conservation's (TDEC) "Erosion and Sediment Control Handbook" were used as guidelines to aid in the preparation of this SWPPP.

This SWPPP is designed to address only storm water discharges from the construction and support activities, and certain non-storm water discharges. There will be no discharges of storm water that are mixed with sources of non-storm water, except as described in Section III of this Plan. There will be no storm water discharges associated with these construction activities that have been issued an individual permit.

Storm water discharges from construction activities for this Project should not cause violations of water quality standards or contribute to the impairment of a Section 303(d)-Listed Water. Furthermore, it is believed that storm water discharges from construction of the Project will not impact legally protected listed or proposed threatened or endangered aquatic fauna in the receiving wet weather conveyances (WWCs) and will not negatively affect a property that is listed or is eligible for listing in the National Historic Register maintained by the Secretary of Interior.

This SWPPP does not address storm water discharges that originate from the construction site after construction activities have been completed, the site has undergone final stabilization, and a Notice of Termination has been received.

III. STORM WATER CONTROL PLAN

This section provides a site-specific plan to minimize the erosion of soil and the discharge of silt and other pollutants into waters of the State of Tennessee resulting from construction activities at the Project. This Plan was developed through a systematic process consisting of the following components:

Site Evaluation and Design Development - The construction site was evaluated to define the characteristics of the site and the type of construction that will be occurring. Information regarding the types of soils at the site, the quality of runoff in the Project area, and the characteristics of the receiving water have been collected and evaluated. Planning for the design of the Project considered pollution prevention principles designed to disturb the smallest vegetated area possible, minimize the amount of cut and fill, and limit the impact to steep or unstable slopes, surface waters and wetlands, erodible soils, and existing drainage. The location and nature of land disturbance activities required to achieve the objectives of this Project are indicated on the Grading (Plan & Profile Sheets) and Erosion Control Plans provided in Appendix C to this Plan.

Assessment - Based on the information collected through Site Evaluation and Design Development, an assessment of the impact of the Project on storm water runoff was performed. This assessment consisted of determining the total area of the construction site, the estimated area to be disturbed, and an estimate of the increase in impervious area. The size of each drainage area and the location of discharge points within the construction area were determined to aid in the selection and design of the appropriate sediment controls and storm water management measures. Estimates were also made of the runoff coefficient after construction is complete and the volume of runoff associated with a one-inch storm.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

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Control Selection and Plan Design - Based on the evaluation and assessment of site conditions for this Project, various types of erosion and sediment controls were evaluated and selected to minimize and control the pollution of storm water runoff from the construction site. The types of erosion and sediment controls considered for implementation during construction to minimize the loss of soil into receiving waters included stabilization (e.g., seeding and mulching of disturbed areas) and structural controls (e.g., silt fence, sediment traps, sediment basins, etc.). The amount of area to be disturbed at any one time and the size of the common drainage area was considered in determining whether temporary or permanent sediment basins would be required. In addition to erosion and sediment controls, methods of controlling other sources of pollution resulting from construction were defined and evaluated. Other sources evaluated included construction debris, sanitary wastes, fuels and oils, offsite tracking of sediments, generation of dust, and contamination of non-storm water discharges. Finally storm water management controls were evaluated and selected to control the pollution of storm water after construction is complete. The need for storm water management controls (such as retention ponds, detention ponds, infiltration measures and vegetated swales or natural depressions) is primarily evaluated based on the increase, if any, in the flow of storm water exiting a site after construction versus before construction, the velocity of storm water at discharge locations, and any local drainage requirements or criteria. The location and type of erosion and sediment controls and storm water management control are indicated on the Erosion Control Plan provided in Appendix C to this Plan. Detailed information for each type of control used including size, materials of construction, details for construction, and specifications for installation of the control is also provided on the Erosion Control Plan and/or in the Technical Specifications for the Project.

A critical component of the successful control of erosion from a construction site is the sequencing of the construction activities. Therefore, the Contractor has been instructed within the Construction Documents for the Project, and within this Plan, to sequence the installation/construction of erosion and sediment controls, performance of land disturbance activities, stabilization of disturbed areas, and removal of temporary controls so as to effectively control erosion from the construction of the Project.

The impact of specific weather events on the placement, inspection, and maintenance of erosion controls was also considered in the development of the construction documents, and this Plan. After the selected controls are installed, the Operator(s) of the construction site are responsible for inspecting and maintaining the controls. Therefore; a description of the procedures required to maintain the pollution prevention controls and a checklist and schedule for inspection of the controls was developed for this Project. These procedures and schedules for the maintenance and inspection of erosion and sediment controls are also provided in this Plan and on the Erosion Control Plan and the General Construction Notes Sheet provided in Appendix C to this Plan.

Construction/Implementation - The Owner, contractors, and subcontractors (i.e., the Operators) performing the construction of the Project are responsible for implementation of this SWPPP. Implementation of this SWPPP includes certification of this Plan; filing of the required notices with appropriate regulatory agencies; construction/installation of erosion and sediment controls as specified in the Construction Documents and in this Plan; inspecting and maintaining the controls; keeping records of control inspections and maintenance; amending the Plan to keep it current; and making the Plan and records accessible to governmental agencies.

Final Stabilization and Termination - Upon completion of the construction of the Project including installation of all permanent erosion and sediment controls, construction of all storm water management controls, and final stabilization of all disturbed areas in accordance with the Construction Documents, the Operator of the construction site can be relieved of the requirements of the CGP and this SWPPP by completing and submitting a Notice of Termination (NOT) to the TDEC.

The following subsections provide specific information as required of the SWPPP, and the results of the information collection, evaluation, and control selection process described above.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

A. Site Description

Purpose, Nature, and Schedule of Construction - Construction activities at the Project are proposed to begin in accordance with the date listed on the NOI. A map indicating the general location and limits of the construction phases for this Project is provided in Appendix A to this Plan. The major components of this Project that will result in land disturbance are as follows:

1.
 - a) Install silt fence and other erosion control features
 - b) Clearing of trees and bush inside the work area
 - c) excavation of soil for installation of utility trench
 - d) boring portions of the sewer line
 - e) temporary road crossing
 - f) installation of sanitary sewer pipe
 - g) backfill and compaction of soil into open trench
 - h) Stabilize all vegetative area.
2. **Disturbed Area** - The total area of the construction site is 3.5 +/- acres and the area that is to be disturbed by excavation, grading, or other activities associated with this Project is approximately 3.5 +/- acres. The existing impervious area of the site is approximately <0.25 +/- acres and the impervious area after construction is completed is estimated to be <0.25 +/- acres.
3. **Soils Data** – Information obtained from the Shelby County Soil Survey as published by the USDA Soil Conservation Service, Version 8 September 5, 2012, indicate the following soil types to be predominate on the project site; Fm – Falaya silt loam; GaD – Grenada silt loam 8-12% slopes; GaD2 – Granada silt loam 8-12% slopes, eroded; GgD3 – Grenada complex 5-12% slopes, severely eroded; LoB – Loring silt loam 2-5% slopes.
4. **Fill Material** - Fill material used for this Project will be either soils obtained from on-site borrow or sand and gravel obtained from off-site sources. Substantial quantities of fill or excavated material will not be stockpiled on-site.
5. **Runoff Coefficient** - The runoff coefficient for the site at Project completion, is a composite of 0.5 for 3.5 +/- acres.
6. **Runoff Volume** - The volume of runoff from a one-inch storm at this construction site is estimated to be 0.60 cubic feet per second.
7. **General Location Map** - A Vicinity Map indicating the location of the Project in relation to major roadways, drainage ways, surface waters, receiving wet weather conveyances (WWCs) and other significant structures within the area is provided in Appendix A to this Plan.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

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8. **Site Map** - The Plan & Profile Sheets, Erosion Control Plan, and Traffic Control Plan for this Project which indicate the limits of construction, drainage patterns and approximate slopes anticipated after major grading activities, and areas of soil disturbance is provided in Appendix C to this Plan. The Erosion Control Plan for this Project which indicates the location of major structural and nonstructural erosion and sediment controls, the location of areas where stabilization will occur, surface waters including wetlands, and locations where storm water is discharged to surface water is also provided in Appendix C to this Plan.
9. **Storm Water Outfalls** - The outfall points for all storm water discharges exiting this construction site intended for coverage under the CGP are indicated on the Plan and Profile Sheets (seeC0.01 and C1.01) which are considered as submitted in Appendix C to this Plan. These plans are submitted as a separate file due to the size.
10. **Non-Storm Water Discharges** - Potential sources of non-storm water that may be combined with storm water discharges associated with this Project include the dewatering of work areas of collected storm water and ground water; waters used to wash vehicles of dust and soil (not process materials such as concrete) to minimize off-site vehicle tracking of sediments; water used to control dust generated by vehicular traffic; and uncontaminated ground water or spring water.
11. **Receiving Waters** - The receiving waters for all discharges of storm water from this construction site are to unnamed tributaries, which flow into the Loxahatchee River. Although the unnamed tributaries are not specifically included in the latest Section 303(d) list, according to the TDEC, all tributaries to the Loxahatchee River within Shelby County are considered to be included on the Section 303(d) list. No wetlands have been identified at this construction site.
12. **Threatened or Endangered Aquatic Fauna** - No legally protected state or federally listed threatened or endangered aquatic fauna and/or critical habitat has been identified at this construction site.

B. Storm Water Runoff Controls

This section provides a description of storm water runoff controls and measures that will be implemented during construction of this Project. The technical basis for selection of the controls and practices used to minimize the pollution of storm water runoff from the Project include the TDEC "Erosion and Sediment Control Handbook, the EPA "Developing Pollution Prevention Plans and Best Management Practices", and good engineering practice based on past experience. The criteria and guidelines for selecting the sequencing and timing during the construction process that these controls and measures will be implemented for the major land disturbance activities such as clearing, grubbing, excavation, grading, construction of sewer systems, and installation of utilities is provided in a subsequent section of this Plan. The controls selected for this Project include the following:

1. **Erosion and Sediment Controls**
 - a) **General Criteria and Requirements** - The construction-phase erosion and sediment controls for this Project have been designed to retain sediment on site. Erosion and sediment controls have been designed according to the size and slope of disturbed or drainage areas to detain runoff and trap sediment. All control measures have been properly selected, and will be installed and maintained in accordance with the manufacturer's specifications and good

engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the control will be replaced or modified based on the site-specific conditions.

Clearing and grubbing has been held to the minimum necessary for grading and equipment operation. Construction will be sequenced to minimize the exposure time of graded or denuded areas. There are no offsite material storage areas (also includes overburden and stockpiles of dirt, etc.) used solely for this Project.

Erosion and sediment control measures will be in place and functional before earth moving operations begin, and will be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the work day, but will be replaced at the end of the work day.

Litter, construction debris, and construction fuels, oils, and chemicals exposed to storm water will be relocated prior to anticipated storm events, or otherwise prevented from becoming a pollutant source for storm water discharges. After use, silt fences will be removed or otherwise prevented from becoming a pollutant source for storm water discharges.

b) Structural Practices

This subsection includes a description of structural controls and practices used for this Project to divert flows from exposed soils, store flows, or otherwise limits runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. The Erosion Control Plan provided in Appendix C addresses the initial encapsulation of the site and controls after final grades are established. Interim structural controls may be required to be installed by the Operator due to changing conditions during construction of the site work. The structural controls used for this Project may include one or more of the following as indicated on the Erosion Control Plan:

- strategically located silt fence;
- check dams
- wet weather convince (WWCs) crossing

Specifications for silt fences, sediment barriers, and other structural erosion and sediment control measures shall conform to the specifications of the TDEC Erosion and Sediment Control Handbook. A copy of this book should be kept on site.

All erosion and sediment controls have been designed to control the rainfall and runoff from a 2 year, 24-hour storm (approximately 3.9 inches/24 hours for the Memphis area). Any muddy waters that are pumped from excavations and work areas will be allowed to settle or will be filtered prior to its discharge into surface waters. (Flocculation or other chemical treatment may be required.) This water will be discharged through a pipe, well- grassed or lined channel or other equivalent means so that the discharge does not cause erosion and sedimentation.

This Project will involve an overall disturbance of 3.5± acres, but due to it being linear and involving two separate locations, still with a common drainage wet

weather conveyances (WWCs), no temporary or permanent sediment basins have been provided.

The wet weather conveyances (WWCs) crossing will consist of a layer of filter fabric placed over the existing vegetation. Fabric will be covered with clean stone similar to #57 stone or Grade D or E riprap. Temporary Corrugated metal pipes will be installed to provide a pathway for the flow of the wet weather conveyances (WWCs) as shown in the detail in the appendix. The top of the crossing shall contain no more than twelve inches (nominal measure) of CR-610 stone as an operational surface. The top of the structure shall have a profile such that the elevation of the point over the flowline of the stream shall not be higher than two feet below the top of the bank. This is to allow an overflow during high volume events. Upon completion of the project, the stone shall be removed and stored by the City of Bartlett for future use. Stone shall be removed in such manner as not to damage the filter fabric. The corrugated metal pipes shall be removed and stored properly, the filter fabric shall be carefully rolled back to expose the underlying vegetation. Care shall be used to not disturb the existing wet weather conveyances (WWCs) conditions and contours. Care will be used to remove as much evidence of the existence of the wet weather conveyances (WWCs) crossing as is practical. Crossings will lie within the permanent easement as shown on the drawings.

c) **Stabilization Practices**

This subsection includes a description of the temporary and permanent stabilization practices for areas of land disturbance for this Project. Existing vegetation has been preserved to the extent possible and disturbed areas will be stabilized as soon as practicable after completion of the land disturbance activity in a given area. In addition, considerations have been given to the buffering of waterway areas from construction activities, and borrow/fill activities.

The primary stabilization methods used for this Project may include the following as indicated on the Erosion Control Plan provided in Appendix C to this plan:

- temporary seeding and mulching of disturbed areas to prevent sediment transport; prior to the permanent installation of sod;
- installation of sod on all disturbed areas, after construction activities are complete; and
- protection and preservation of trees and mature vegetation to the extent practicable.
- Temporary stabilization of areas to be paved by the application of a stone sub base until bituminous pavement can be applied.

Specifications for seeding, tree protection, paving, and other methods of stabilization are included in the Technical Construction Specifications for the Project.

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Stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased. Except where construction activity on a portion of the site is temporarily ceased and earth disturbing activities will be resumed within 15 days, temporary stabilization measures will be initiated within no more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.

Temporary or permanent soil stabilization will be accomplished within 15 days after final grading or other land disturbance activity. Permanent stabilization with perennial vegetation or other permanently stable, non-eroding surface will replace any temporary measures as soon as practicable.

2. Storm Water Management

This subsection describes the measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This Plan does not address the ultimate operation and maintenance of the storm water management controls after the construction activities have been completed and the site has undergone final stabilization.

The primary storm water management controls for this Project are as follows:

- the use of open vegetated swales and natural depressions; and
- equipping of all major outfall channels with rip-rap, and velocity dissipation devices where needed to provide a non-erosive velocity flow from the structure to the receiving water.

3. Local Sediment and Erosion Control Requirements

This SWPPP will be amended to reflect any changes that are instituted by the local government to sediment and erosion site plans or site permits, or storm water management site plans or site permits for which the permittee receives written notice.

C. Other Controls

This subsection describes the management practices and controls utilized to minimize the exposure and reduce the risk of exposure of other materials to storm water runoff.

1. **Off-Site Vehicle and Dust Minimization** - The off-site vehicle tracking of sediments and the generation of dust will be minimized through the use of sub-base stabilization and watering of construction vehicle haul routes. The paved streets adjacent to the site entrance will be swept or cleaned as necessary to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material to and from the construction site will be covered with a tarpaulin.
2. **Solid Wastes and Construction Debris** - All waste materials will be accumulated in storage containers such as securely lidded metal dumpster or roll-off box rented from a licensed solid waste management company. The containers will meet all local City of Bartlett and any State of Tennessee solid waste management regulations. All trash and construction debris from the site will be deposited in the containers. The containers will be emptied as often as necessary to prevent accidental spillage or release and exposure to storm water. No construction waste materials will be buried onsite. All construction

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personnel will be instructed regarding the correct procedures for waste disposal. Notices stating these practices will be posted at the job site.

3. **Sanitary Wastes** - Sanitary waste will be collected from the portable units a minimum of one time per week, or as needed, by a licensed sanitary waste management contractor, as required by local regulation.
4. **Discharge to Surface Waters** - No solid materials, including building materials, will be discharged to waters of the United States, except as authorized by a Section 404 Permit and/or Tennessee Aquatic Resource Alteration Permit.

D. Spill Prevention

This subsection describes the management practices and controls utilized to minimize the exposure and reduce the risk of spills or other accidental release of hazardous materials and wastes to storm water runoff.

1. **Inventory of Hazardous Materials** - The materials and substances listed below may be present at the construction site:
 - a) Petroleum Fuels and Oils
 - b) Fertilizers
2. **Good Housekeeping** - The following good housekeeping practices will be followed onsite during construction of the Project:
 - a) An effort will be made to store only enough products required to do the job.
 - b) All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
 - c) Products will be kept in their original containers with the original manufacturer's label.
 - d) Substances will not be mixed with one another unless recommended by the manufacturer.
 - e) Whenever possible, all of a product will be used up before disposing of the container.
 - f) Manufacturers' recommendations for proper use and disposal will be followed.
 - g) The site construction superintendent will inspect daily to ensure proper use and disposal of materials onsite.
3. **Hazardous Products** - The following practices will be used to reduce the risk of spills associated with hazardous materials:
 - a) Products will be kept in original containers unless they are not resalable.
 - b) Original labels and material safety data sheets (MSDS) will be posted and retained on-site to allow access to important product information.
 - c) If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

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4. **Product Specific Practices** - The following product specific practices will be followed at the construction site:
 - a) **Petroleum Products** - All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.
 - b) **Fertilizers** - Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. All products will be removed at the end of each work day.
5. **Spill Control Practices** - In addition to the good housekeeping and material management practices described above, the following practices will be followed for spill prevention and cleanup:
 - a) Manufacturer's recommended methods for spill cleanup will be clearly posted and site construction personnel will be made aware of the procedures and the location of the information and cleanup supplies.
 - b) Materials and equipment necessary for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
 - c) Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, absorbent, sand, and plastic and metal trash containers specifically for this purpose.
 - d) All spills will be cleaned up immediately after discovery.
 - e) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

These practices should be effective in reducing pollutants from these materials and minimizing exposure of the materials to storm water. In addition these practices should minimize the discharge of hazardous substances or oil in the storm water discharge(s) from this Project. However, if a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 CFR 117 or 40 CFR 302, occurs during a 24-hour period:

- The permittee will notify the National Response Center (NRC) (800-424-8802) and the Tennessee Emergency Management Agency (emergencies: 800-262-3300; non-emergencies: 800-262-3400) in accordance with the requirements of 40 CFR 117 and 40 CFR 302 as soon as he or she has knowledge of the discharge;
- The permittee will submit, within 14 calendar days of knowledge of the release, a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, what actions were taken to mitigate effects of the release, and steps to be taken to minimize the chance of future occurrences, to the appropriate TDEC - Environmental Assistance Center; and
- The SWPPP will be modified within 14 calendar days of knowledge of the release to provide a description of the release; the circumstances leading to the release; and the

date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

E. Inspections and Maintenance

This subsection describes the procedures to ensure that vegetation, erosion and sediment control measures and other protective measures identified in this SWPPP are inspected and maintained in good and effective operating condition. All erosion and sediment controls, storm water management controls, and related appurtenances which are installed or used to achieve compliance with the conditions of the General Permit and with the requirements of this SWPPP will be properly operated and maintained until final stabilization of the construction site is achieved and the NOT has been accepted by the TDEC.

1. Inspection Procedures and Schedules

- a) Inspection procedures for specific types of erosion and sediment controls and storm water management controls are as follows:

(1) Structural Controls:

- (a) Silt fence will be inspected for depth of sediment, tears, security of fabric attachment to the posts, security of fence posts in the ground, and to determine if the fabric is properly trenched into the soil.
- (b) Drainage swales will be inspected to ensure that they are not silted in and are properly diverting storm water runoff without excessive erosion occurring.
- (c) Check Dams will be inspected for depth of sediment.
- (d) Wet weather conveyances (WWCs) Crossings will be inspected for any damage and repaired immediately. It shall be removed immediately after construction finishes.

(2) Stabilization Practices:

- (a) Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- (b) Sod will be inspected for healthy growth and areas of washout.
- (c) Geotextiles will be inspected for adequate coverage and proper function.
- (d) Protected and preserved trees and mature vegetation will be inspected to ensure that any protective barrier is in place and that the vegetation is not being encroached upon.
- (e) Temporarily stabilized areas to be paved will be inspected to ensure the integrity and coverage of the stabilizing media.

(3) Storm Water Management Controls

- (a) Paving will be inspected for silt accumulation and blockages.

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- (b) Open vegetated swales and natural depressions will be inspected for silt accumulation and washout areas.
 - (c) Riprap and velocity dissipation devices will be inspected for stone stability, areas of active erosion, and silt accumulation.
- b) The inspections described herein will be performed twice weekly and at least 72 hours apart. Personnel who has a Level 1 Certification will inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site. Personnel selected for inspection and maintenance responsibilities will be trained in the appropriate inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.
- c) Disturbed areas and areas used for storage of materials that are exposed to precipitation will be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures will be observed to ensure that they are operating correctly.
- d) Outfall points (where discharges from the site enter wet weather conveyances (WWCs)s or wet weather conveyances) will be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby down wet weather conveyances (WWCs) locations will be inspected if possible. Locations where vehicles enter or exit the site will be inspected for evidence of offsite sediment tracking.
- e) If the results of an inspection reveal that the storm water pollution prevention measures provided in this Plan are deficient, the Plan will be revised as appropriate, but in no case later than 14 calendar days following the inspection. Such modifications will provide for timely implementation of any changes to this Plan, and in no case later than 14 calendar days following the inspection.
- f) The results of all inspections will be documented on an appropriate written form to include the following information:
 - (1) the scope of the inspection;
 - (2) the name(s) and title or qualifications of personnel making the inspection;
 - (3) the date(s) of the inspection;
 - (4) major observations relating to the implementation of this SWPPP including:
 - (a) the location(s) of discharges of sediment or other pollutants from the site;
 - (b) any control device that failed to operate as designed or proved inadequate for a particular location); and
 - (c) preventative and maintenance actions performed to repair, replace, or modify inadequate control measures or control measures in disrepair.

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- g) The Tennessee Construction Storm Water Inspection Report provided in Appendix B of this Plan will be completed and certified on a twice a week basis to indicate the following:
 - (1) that the weekly inspection of erosion and sediment controls and of outfall points was performed;
 - (2) whether or not all planned and designed erosion and sediment controls are installed and in working order;
 - (3) the Report will be certified by a person who meets the signatory requirements of Subpart VII.G. of the General Permit when required; and
 - (4) Copies of this twice weekly reporting shall be submitted to TDEC upon request.

2. Maintenance Procedures and Schedules

- a) Maintenance needs identified by inspections or other means will be accomplished before the next storm event if possible, but in no case more than seven (7) days after the need is identified. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable.
- b) If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the control will be replaced or modified based on the site-specific conditions.
- c) If sediment escapes the construction site, off-site accumulations of sediment that have not reached a wet weather conveyances (WWCs) will be removed at a frequency sufficient to minimize offsite impacts (e.g., fugitive sediment that has escaped the construction site and has collected in the street must be removed so that it is not subsequently washed into storm sewers and wet weather conveyances (WWCs) by the next rain and/or so that it does not pose a safety hazard to users of public streets). However, remediation/restoration of a wet weather conveyances (WWCs) will not be initiated without consulting the Division first.
- d) Sediment will be removed from sediment traps, silt fences, sedimentation ponds, and other sediment controls as necessary, but at least when the design capacity of the control has been reduced by 50%.

F. Storm Water Discharges from Support Activities

This Plan recognizes that storm water discharges from construction support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) may be necessary. To minimize the risk of the contamination or adverse impact on storm water discharges from this site, the support activity will meet the following requirements:

- 1. The support activity will be primarily related to this construction site that is covered under the General Permit and the owner/operator of this construction site will be the owner/operator of the support activity.

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2. The support activity will not be a commercial operation serving multiple unrelated construction projects by different operators, and will not operate beyond the completion of the construction activity at the last phase of construction it supports.
3. Appropriate erosion and sediment controls and measures are identified in this SWPPP and will be implemented, inspected, and maintained to cover discharges from the support activity areas.
4. Process wastewater discharges from these support activities will not be allowed. If process wastewaters must be discharged from this construction site, an individual permit or appropriate other general permit will be obtained.

G. Non-Storm Water Discharges

Potential sources of non-storm water that may be combined with storm water discharges associated with construction activities for this Project include the following:

- discharge of non-storm water from the dewatering of work areas of collected storm water and ground water;
- waters used to wash vehicles of dust and soil (not process materials such as concrete) to minimize off-site vehicle tracking of sediments where detergents are not used and detention and/or filtering is provided before the water leaves site;
- water used to control dust generated by vehicular traffic; potable water sources including waterline flushing's;
- routine external building wash-down which does not use detergents; uncontaminated ground water or spring water; and

This SWPPP includes appropriate erosion/sediment control and pollution prevention measures for the non-storm water component(s) of the discharge from this Project. All non-storm water discharges will be made through stable discharge structures.

H. Sequencing of Construction Activities

This section provides a description of the intended sequence of major activities which disturb soils for major portions of the site (e.g., grubbing, excavation, grading, utilities and infrastructure installation, etc.) to minimize the exposure time of cleared surface area.

1. Construction will begin at the existing sewer manholes and proceed upgrade from there phased for projects in which over 5 acres of soil will be disturbed. As the sanitary sewer lines are installed they will be backfilled and the grade restored to near existing grade and condition until after the necessary testing. After tests are completed and passed, final dress up and seed or sod will take place.
2. Areas of each completed phase must be stabilized within 15 days after another phase has been initiated. Stabilization will be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff.
3. Pre-construction vegetative ground cover will not be destroyed, removed, or disturbed more than 15 calendar days prior to grading or earth moving unless the area is seeded and/or mulched or other temporary cover is installed.
4. Land areas will not be disturbed until it is necessary for construction to proceed.

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5. Clearing and grubbing will be held to the minimum necessary for grading and equipment operation.
6. Construction activities will be timed to limit impact from seasonal climate changes or specific weather events, especially for work within drainage wet weather conveyances (WWCs)es and at discharge points.
7. Erosion and sediment control measures will be in place and functional before earth moving operations begin, and will be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the work day, but must be replaced at the end of the work day and before rainfall events.
8. Downslope and sideslope perimeter erosion and sediment controls will be installed first before the land disturbing activity occurs.
9. Stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased. Except where the initiation of stabilization measures by the seventh day is precluded by snow cover or frozen ground conditions or where construction activity on a portion of the site is temporarily ceased and earth disturbing activities will be resumed within 15 days, temporary stabilization measures will be initiated within no more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.
10. Temporary perimeter controls will not be removed until after all upwet weather conveyances (WWCs) areas are finally stabilized.
11. To the extent feasible, appropriate cover will be applied within seven (7) days on areas that will remain unfinished for more than 14 calendar days. Examples of cover are grass, sod, straw, mulch, fabric mats, etc.
12. Permanent soil stabilization with perennial vegetation will be applied as soon as practicable after final grading.

IV. RECORDKEEPING

This section provides a description of the records that will be produced and maintained with regards to complying with the requirements of this SWPPP and the General Permit.

- A. This SWPPP will be submitted to the local TDEC Environmental Assistance Center. This Plan may be submitted with the NOI, but must be submitted prior to start of construction (including grubbing, clearing, excavation). This Plan will be made available upon request to the TDEC.
- B. A copy of this SWPPP (including a copy of the permit language) will be maintained at the construction site (or other local location accessible to the Director and the public) from the date construction commences to the date of final stabilization. A copy of this Plan will be available at a central location onsite for the use of all operators and those identified as having responsibilities under the plan whenever they are on the construction site.
- C. If the site is inactive or does not have an onsite location adequate to store this Plan, the location of the SWPPP, along with a contact phone number, will be posted on site. If the plan is located offsite, reasonable local access to the Plan, during normal working hours, will be provided.
- D. A notice will be posted near the main entrance of the construction site with the following information:
 1. a copy of the Notice of Coverage (NOC) with the NPDES permit number for the project;

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2. the name and telephone number of a local contact person;
3. a brief description of the Project; and
4. the location of the SWPPP if the site is inactive or does not have an on-site location to store the plan.

If posting this information near a main entrance is infeasible due to safety concerns, the notice will be posted in a local public building. If the construction project is a linear construction project (e.g., pipeline, highway, etc.), the notice must be placed in a publicly accessible location near where construction is actively underway and moved as necessary.

E. The following records will be maintained on site:

1. the dates when major grading activities occur;
2. the dates when construction activities temporarily or permanently cease on a portion of the site; and
3. the dates when stabilization measures are initiated.

F. A rain gauge is maintained at the site to measure and record rainfall amounts.

G. Any information, which is requested to determine compliance with the General permit or other information, will be furnished to the Director or an authorized representative of the Director upon request.

H. When an Operator on this Project becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI or in any other report to the TDEC, such facts or information will be promptly submitted to the TDEC.

I. Upon the presentation of credentials and other documents as may be required by law, authorized representatives of the EPA or TDEC will be allowed:

1. to enter the construction site or location where records are maintained for this Project in accordance with the requirements of this SWPPP or the General Permit;
2. to have access to and copy, at reasonable times, any records maintained for this Project in accordance with the requirements of this SWPPP or the General Permit; and
3. to inspect any controls or equipment implemented and maintained for this Project in accordance with the requirements of this SWPPP or the General Permit.

J. Records of inspections, maintenance, and repairs of erosion and sediment controls will be maintained on site or at a nearby office.

K. Copies of this SWPPP and all reports and records required by this SWPPP and the General Permit, and records of all data used to complete the NOI to be covered by the General Permit, will be maintained for a period of at least three (3) years from the date the NOI is filed.

V. AMENDMENT OF PLAN

This section provides the conditions upon which this SWPPP will be amended to keep it current and to reflect changes in site conditions or control practices.

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- A. **Change In Scope** - Whenever there is a change in the scope of the Project, which is expected to have a significant effect on the discharge of pollutants to the waters of the State and which was not otherwise been addressed in this Plan.
- B. **Deficiencies** - Whenever inspections or investigations by site operators, local, State or federal officials indicate this SWPPP is proving ineffective in eliminating, significantly minimizing, or is otherwise not achieving the general objectives of controlling pollutants in storm water discharges associated with the construction activity for this Project.
- C. **New or Additional Operator** - To identify any new contractor and/or subcontractor that will implement a measure of the storm water pollution prevention plan.
- D. **Aquatic Fauna** - To include measures necessary to prevent a negative impact to legally protected state or federally listed or proposed threatened or endangered aquatic fauna. The State of Tennessee and EPA may review amendments to the plan.
- E. **Request of TDEC** - If notified by the Director of the TDEC or an authorized representative that this SWPPP does not meet one or more of the minimum requirements of the conditions of the General Permit, then within forty-eight (48) hours, unless additional time is provided by the Director, after such notification sediment and erosion controls will be modified to prevent the discharges of sediment from the site and this SWPPP will be amended to reflect these modifications within fourteen (14) days.

In addition, when one or more of the operators changes during the course of a construction project, new operators will submit a new NOI for their roles at the site.

VI. TERMINATION OF COVERAGE

A Notice of Termination (NOT) will be submitted on the TDEC's NOT form provided in Appendix B of this Plan within thirty (30) days after one of the following events:

- the Project site has been finally stabilized and all storm water discharges from construction activities that are authorized by the General Permit have been eliminated;
- storm water discharges have otherwise been eliminated; or
- the operator of all storm water discharges at a facility changes and another operator has taken over all of their responsibilities at the site.

Elimination of storm water discharges associated with construction activity means that all disturbed soils at the portion of the construction site where the operator had control have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time to insure final stabilization is maintained, or that all storm water discharges associated with construction activities from the identified site that are authorized by the General Permit have otherwise been eliminated from the portion of the construction site where the operator had control.

VII. CERTIFICATION

This section provides the certification(s) from all Operators for this Project site in accordance with the requirements of Part VII.G of the General Permit.

- A. **Certification of Parties With Operational Control Over Construction Plans And Specifications** - In providing the following certification, the party with operational control over construction plans and specifications, including the ability to make modifications to those plans

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and specifications (i.e., normally the Owner or Developer), is attesting that it is responsible for the following:

1. Ensuring the project specifications developed meet the minimum requirements of Part IV (Storm Water Pollution Prevention Plans (SWPPP)) and all other applicable conditions of the General Permit.
2. Ensuring that the SWPPP indicates the areas of the Project where they have operational control over project specifications (including the ability to make modifications in specifications), and ensuring all other parties implementing portions of the SWPPP impacted by any changes they make to the plan are notified of such modifications in a timely manner.
3. If parties with day-to-day operational control of the construction site (i.e., normally the General Contractor) is not identified below, the party with operational control over project specifications is the responsible party until such time as the authority is transferred to another party and this Plan updated.

B. Certification of Parties With Day-To-Day Operational Control - In providing the following certification, the party or parties with day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other conditions of the General Permit (i.e., normally the General Contractor), is attesting that they are responsible for the following:

1. Ensuring that the SWPPP, for portions of the Project where they are Operators, meets the minimum requirements of Part IV (Storm Water Pollution Plan) of the General Permit and identifying the parties responsible for implementation of control measures identified in the plan.
2. Ensuring that the SWPPP indicates areas of the project where they have operational control over day-to-day activities.

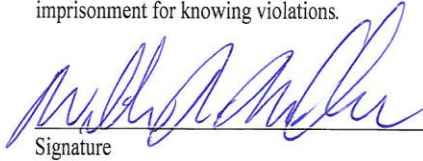
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-09-015

Due Date: October 11, 2016

OWNER/DEVELOPER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature

9/25/16
Date

William R. McClanahan, P.E.
Printed Name

City Engineer
Title

City of Bartlett Department of Engineering
Company Name

901-385-6499
Phone Number

6382 Stage Road, Bartlett, TN 38134
Company Address

C. **Certification of Parties With Day-To-Day Operational Control** - In providing the following certification, the party or parties with day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other conditions of the General Permit (i.e., normally the General Contractor), is attesting that they are responsible for the following:

1. Ensuring that the SWPPP, for portions of the Project where they are Operators, meets the minimum requirements of Part IV (Storm Water Pollution Plan) of the General Permit and identifying the parties responsible for implementation of control measures identified in the plan.
2. Ensuring that the SWPPP indicates areas of the project where they have operational control over day-to-day activities.

CONTRACTOR CERTIFICATION

I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this NOI and SWPPP, I believe the information submitted is accurate. I am aware that this NOI, if approved, makes the above-described construction activity subject to NPDES permit number TNR100000, and that certain of my activities Onsite are thereby regulated. I am aware that there are significant penalties, including the possibility of fine and imprisonment for knowing violations, and for failure to comply with these permit requirements.

Signature_____
Date_____
Printed Name_____
Title_____
Company Name_____
Phone Number_____
Company Address_____
City, State Zip Code_____
e-mail address

SWPPP APPENDIX A

PROJECT MAPS

- Vicinity Map
- USGS Quadrangle Map

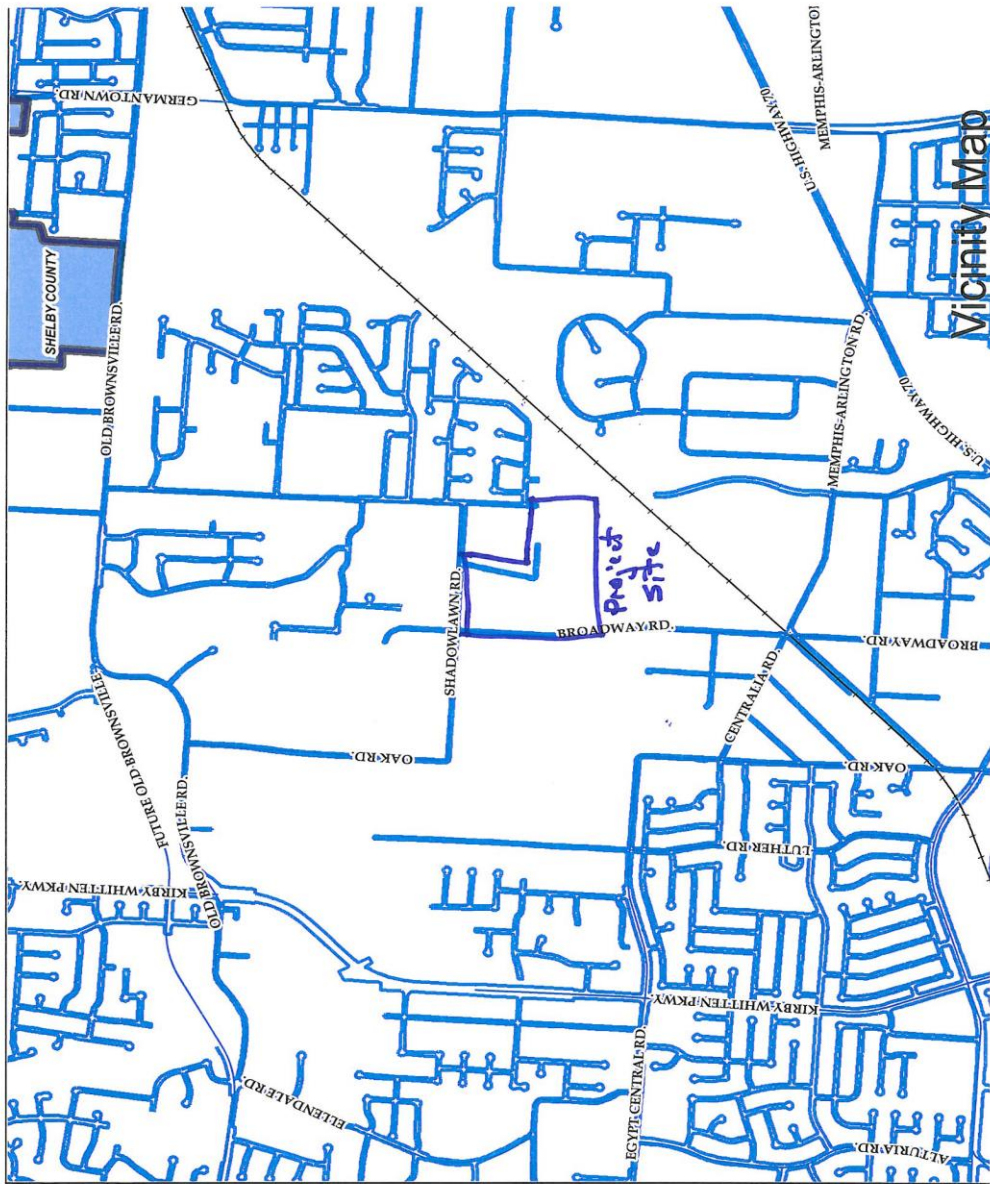
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Vicinity Map of the area

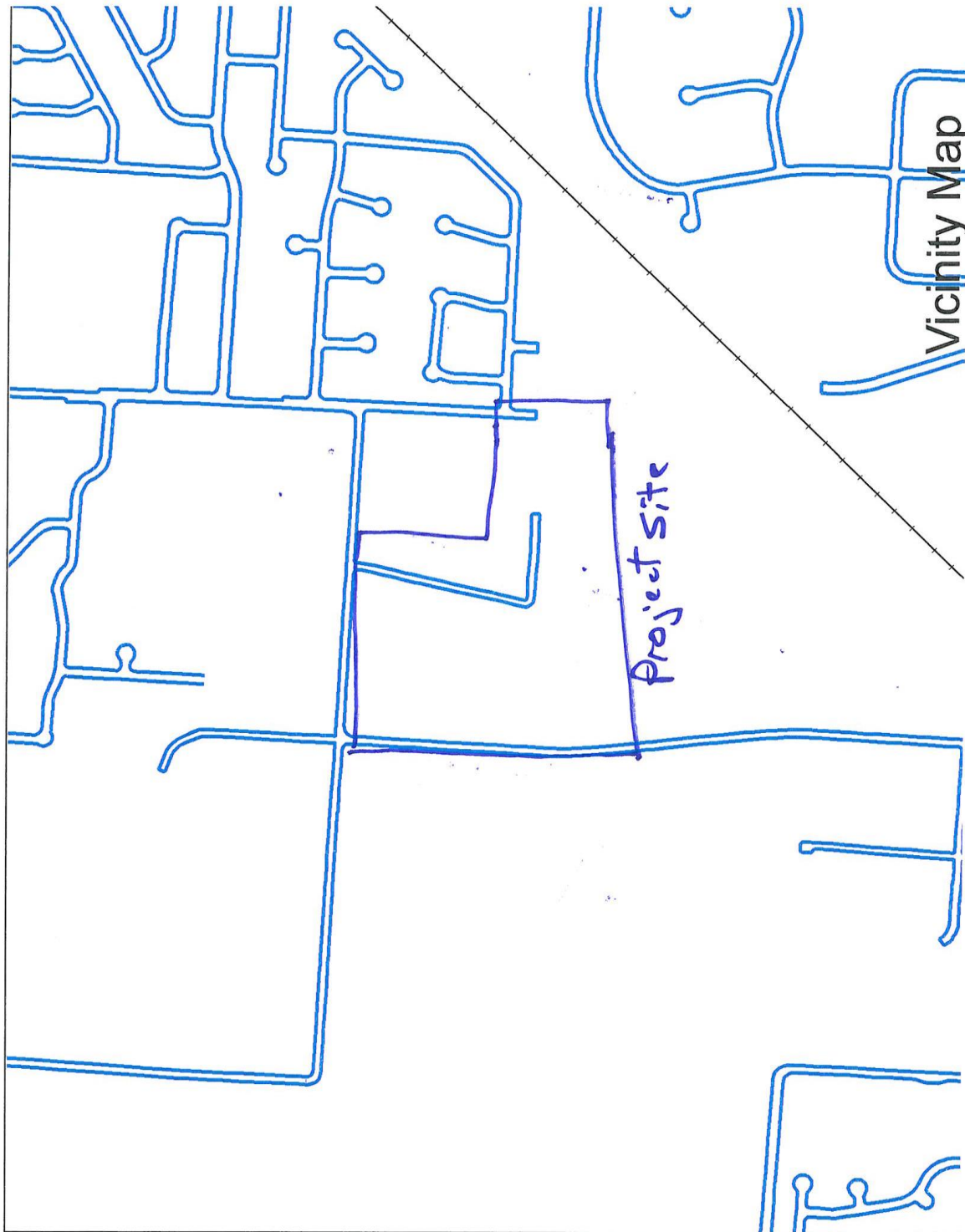
Shadowlawn Sewer Extension Project Phase 2



SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Vicinity Map of the Project Site**Shadowlawn Sewer Extension Project Phase 2**

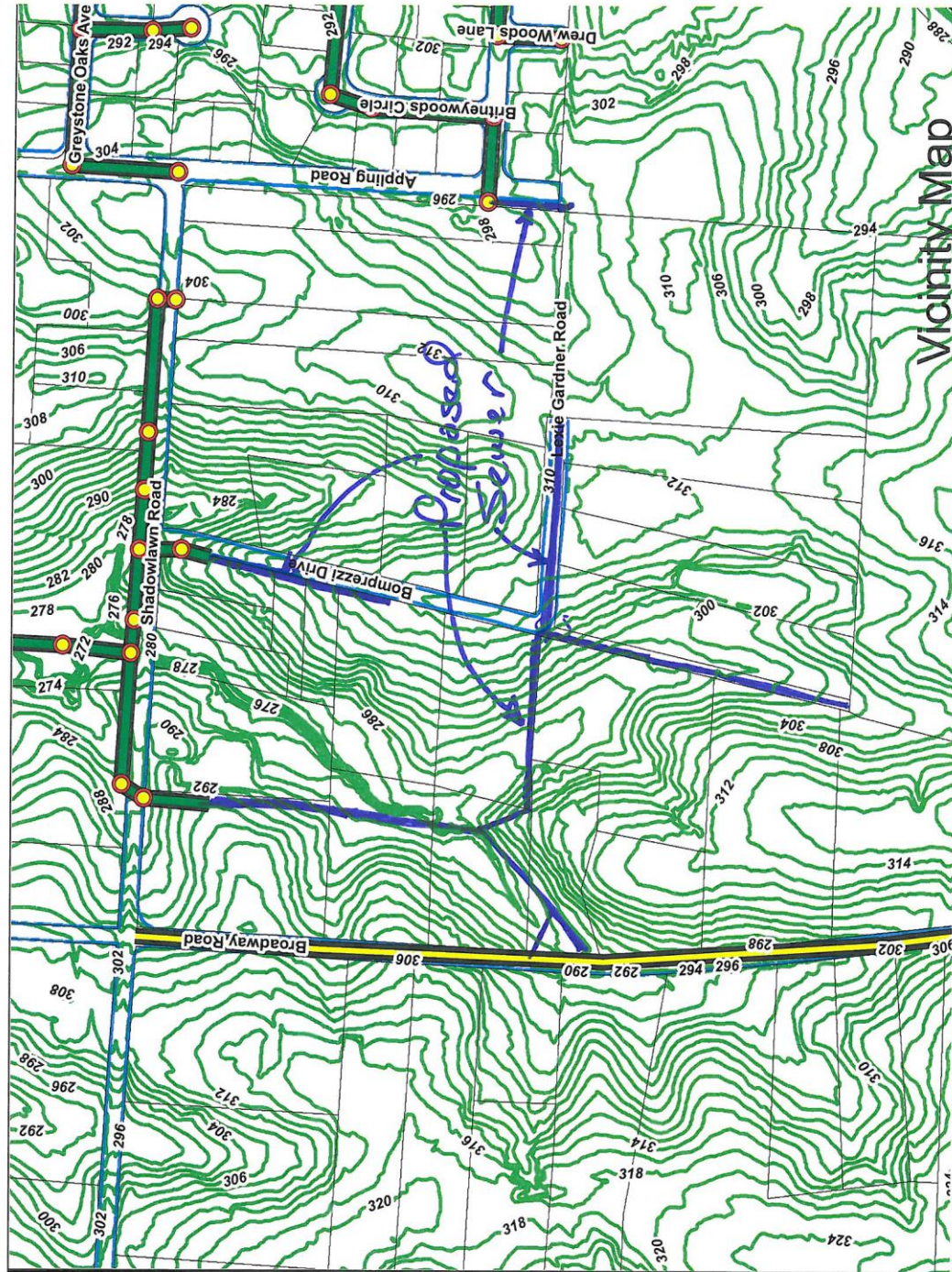
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Vicinity Map of the Proposed Sewer line area

Shadowlawn Sewer Extension Project Phase 2



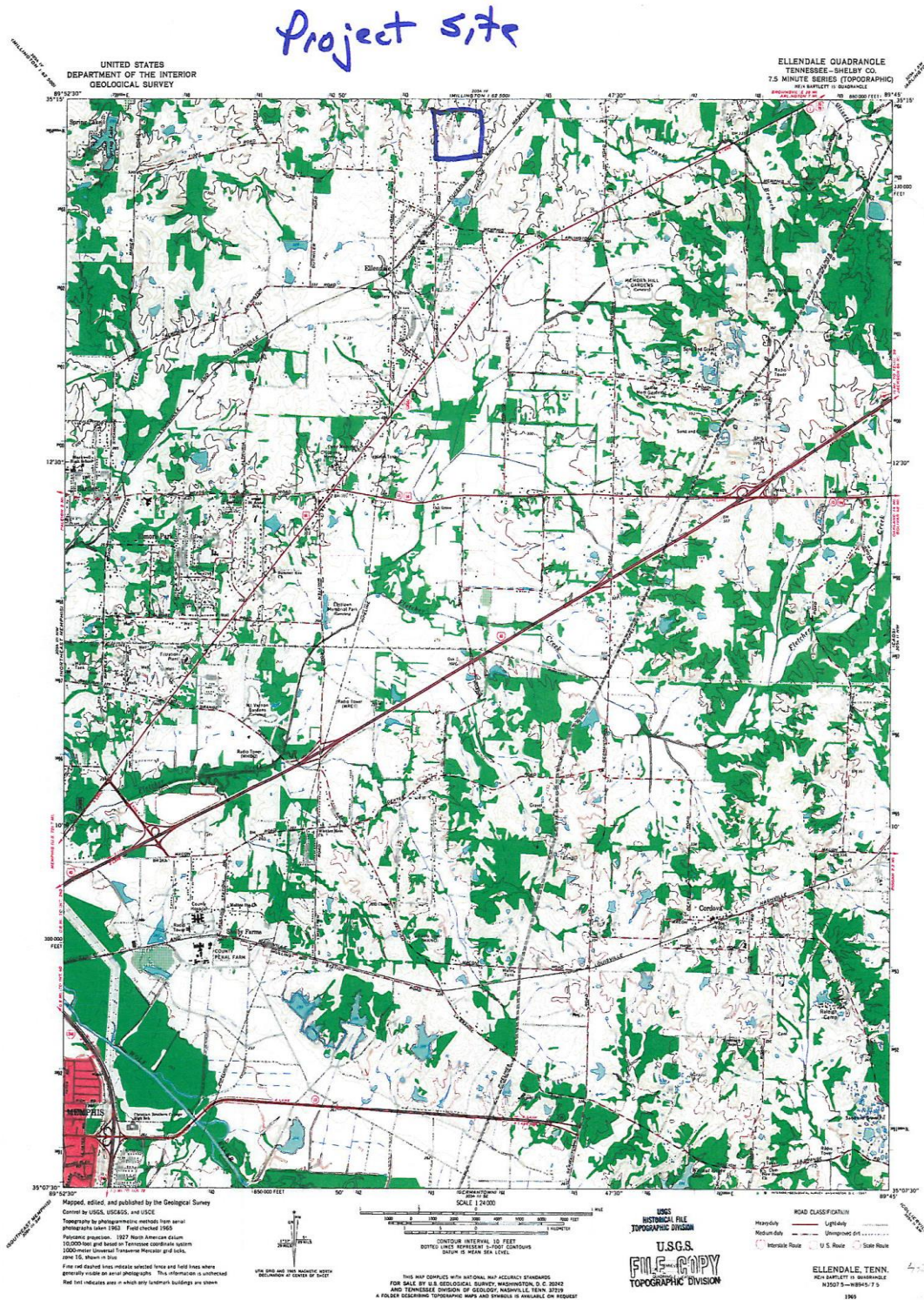
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Project Site shown on USGS Quad Map—Ellendale, TN

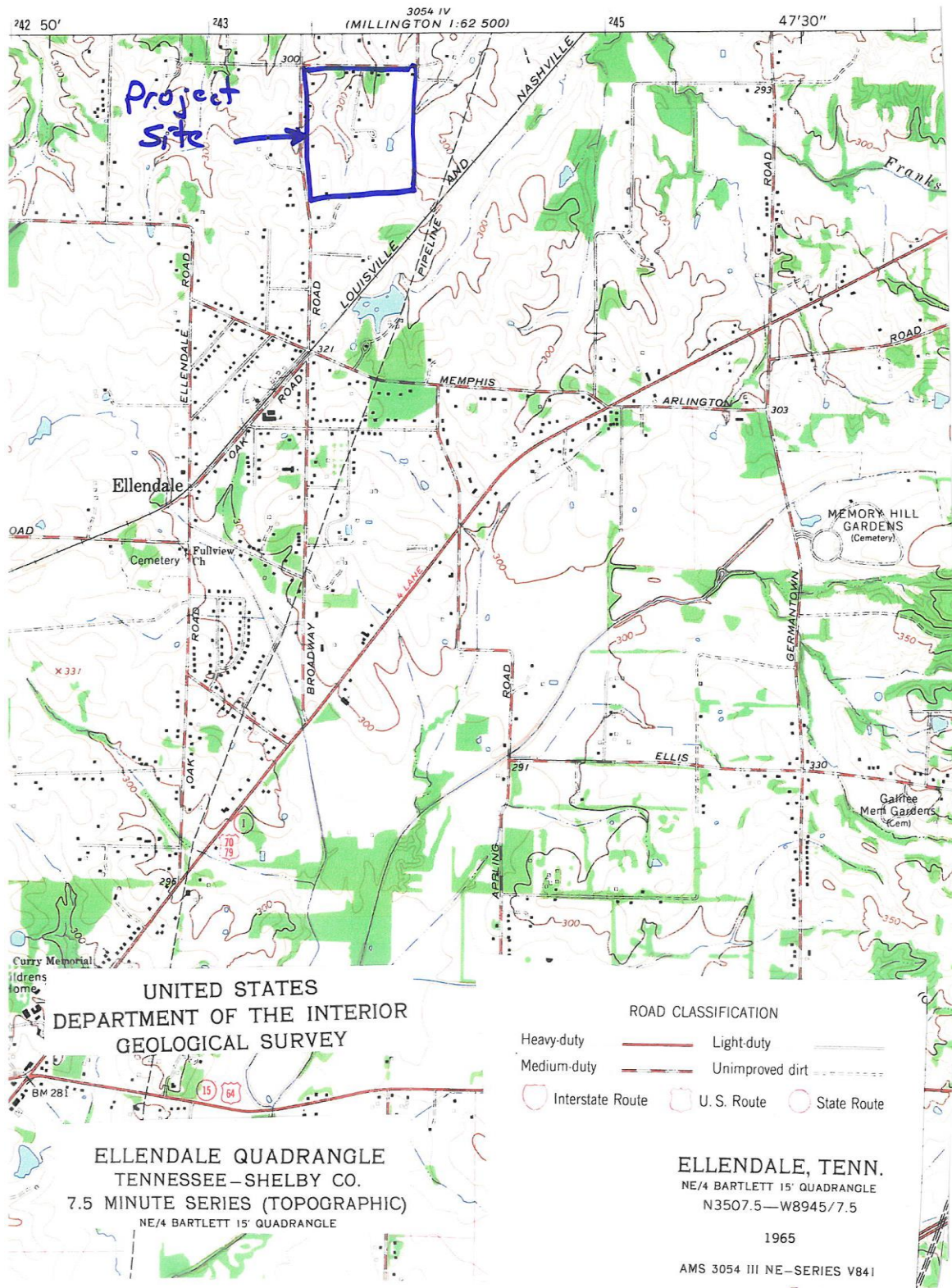
Shadowlawn Sewer Extension Project Phase 2



SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Project Site shown on USGS Quad Map—Ellendale, TN**Shadowlawn Sewer Extension Project Phase 2**

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

SWPPP APPENDIX B

TDEC GENERAL PERMIT FORMS

- **Notice of Intent (NOI)**
- **Tennessee Construction Storm Water Inspection Report**
- **Notice of Termination (NOT)**

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Water Resources

 William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243
 1-888-891-8332 (TDEC)

Notice of Intent (NOI) for General NPDES Permit for Stormwater Discharges from Construction Activities (TNR100000)

Site or Project Name: Shadowlawn Road Sewer Extension Project Phase 2		NPDES Tracking Number: TNR	
Street Address or Location: 4478 to 4400 Broadway and 4491 to 4441 Bompreszi		Construction Start Date: 10-1-2016	
		Estimated End Date: 4-1-2018	
Site Description: Sewer extension to provide sewer services to the residents along Bompreszi		Latitude (dd.dddd): 35.249+/-	
		Longitude (-dd.dddd): -89.817+/-	
County(ies): Shelby	MS4 Jurisdiction (if applicable): Bartlett, TN	Acres Disturbed: 3.5 +/-	
		Total Acres: 3.5 +/-	
Check the appropriate box(s) if there are streams and/or wetlands on or adjacent to the construction site: Streams ☐ Wetlands ☐			
If wetlands are located on-site and may be impacted, attach wetlands delineation report.			
If an Aquatic Resource Alteration Permit (ARAP) has been obtained for this site, what is the permit number?			
Receiving waters: Unnamed tributary of Loosahatchie River			
Attach the SWPPP with the NOI: ☒ SWPPP Attached Attach a site location map: ☒ Map Attached			
Site Owner/Developer Entity (Primary Permittee): (person, company, or legal entity that has operational or design control over construction plans and specifications): City of Bartlett			
For corporate entities only, provide the Tennessee Secretary of State (SOS) Control Number:			
Site Owner or Developer Contact Name: (individual responsible for site) W. Richard "Rick" McClanahan		Title or Position: (the party who signs the certification below): City Engineer	
Mailing Address: 6382 Stage Road		City: Bartlett	State: TN Zip: 38134
Phone: (901) 385-6499	Fax: (901) 385-7021	E-mail: wrmccclanahan@cityofbartlett.org	
Optional Contact: Wade Towles		Title or Position: Assistant City Engineer	
Mailing Address: 6382 Stage Road		City: Bartlett	State: TN Zip: 38134
Phone: (901) 385-6499	Fax: (901) 385-7021	E-mail: wtowles@cityofbartlett.org	
Owner or Developer Certification: (must be signed by president, vice-president or equivalent, or ranking elected official) (Primary Permittee)			
I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.			
Owner or Developer Name: (print or type) William R. McClanahan		Signature:	Date: 8/25/16
Contractor(s) Certification: (must be signed by president, vice-president or equivalent, or ranking elected official) (Secondary Permittee)			
I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this NOI and SWPPP, I believe the information submitted is accurate. I am aware that this NOI, if approved, makes the above-described construction activity subject to NPDES permit number TNR100000, and that certain of my activities on-site are thereby regulated. I am aware that there are significant penalties, including the possibility of fine and imprisonment for knowing violations, and for failure to comply with these permit requirements. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.			
Contractor name, address, and SOS control number (if applicable):		Signature:	Date:
Contractor name, address, and SOS control number (if applicable):		Signature:	Date:
OFFICIAL STATE USE ONLY			
Received Date:	Reviewer:	Field Office:	Permit Number: TNR
Fee(s):	T & E Aquatic Flora/Fauna:	SOS Corporate Status:	Waters with Unavailable Parameters:
		Exceptional TN Water:	
		Notice of Coverage Date:	

CN-0940 (Rev. 7-16)

(Instructions on reverse)

RDA 2366

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

CONSTRUCTION GENERAL PERMIT - NOTICE OF INTENT (NOI) - INSTRUCTIONS

A completed NOI must be submitted to obtain coverage under the CGP. **Requesting coverage under this permit means that an applicant has obtained and examined a copy of this permit, and thereby acknowledges applicant's claim of ability to be in compliance with permit terms and conditions.** CGP coverage is required for stormwater (SW) discharge(s) from construction activities including clearing, grading, filling and excavating (including borrow pits) of one or more acres of land. This form should be submitted at least 30 days prior to the commencement of land disturbing activities, or no later than 48 hours prior to when a new operator assumes operational control over site specifications or commences work at the site.

The application fee must accompany the NOI and is based on total acreage to be disturbed by an entire project, including any associated construction support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow or waste sites, etc.). A separate annual maintenance fee is also required for activities that exceed 1 year under CGP coverage. See TN Rules, Chapter 0400-40-11-.02(b)(12)).

Acres Disturbed	= or > 150 acres	= or > 50 < 150 acres	= or > 20 < 50 acres	= or > 5 < 20 acres	= or > 1 < 5 acres	Subsequent coverage
Fee	\$10,000	\$6,000	\$3,000	\$1,000	\$250	\$100

Who must submit the NOI form? All site operators must submit an NOI form. "Operator" for the purpose of this permit and in the context of SW associated with construction activity means any person associated with a construction project who meets either or both of the following two criteria: (1) The person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project (e.g., subsequent builder), or the person that is the current land owner of the construction site, and is considered the primary permittee; or (2) The person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee, and is considered a secondary permittee.

Owners, developers and all contractors that meet the definition of the operator in subsection 2.2 of the permit shall apply for permit coverage on the same NOI, insofar as possible. After permit coverage has been granted to the primary permittee, any subsequent NOI submittals must include the site's previously assigned permit tracking number and the project name. The comprehensive site-specific SWPPP shall be prepared in accordance with the requirements of part 3 of the permit and must be submitted with the NOI unless the NOI being submitted is to only add a contractor (secondary permittee) to an existing coverage. Artificial entities (e.g., corporations or partnerships) must submit the Tennessee Secretary of State, Division of Business Services, control number. The division reserves the right to deny coverage to artificial entities that are not properly registered and in good standing with the Tennessee Secretary of State.

Notice of Coverage: The division will review the NOI for completeness and accuracy and prepare a notice of coverage (NOC). SW discharge from the construction site is authorized as of the effective date of the NOC.

Complete the form: Type or print clearly. Answer each item or enter "NA," for not applicable. If you need additional space, attach a separate piece of paper to the NOI form. **The NOI will be considered incomplete without a permit fee, a map, and the SWPPP.**

Describe and locate the project: Use the legal or official name of the construction site. If a construction site lacks street name or route number, give the most accurate information available to describe the location (reference to adjacent highways, roads and structures; e.g., intersection of state highways 70 and 100). Latitude and longitude (in decimal degrees) can be found at numerous other web sites. Attach a copy of a map, showing location of site, with boundaries at least one mile outside the site boundaries. Provide estimated starting date of clearing activities and completion date of the project, and an estimate of the number of acres of the site on which soil will be disturbed, including borrow areas, fill areas, stockpiles and the total acres. For linear projects, give location at each end of the construction area.

Name of the receiving waters: Trace the route of SW runoff from the site and determine the name of the water course(s) into which the stormwater runoff drains. Note that the receiving water course may or may not be located on the construction site. If the first water body receiving construction site runoff is unnamed ("unnamed tributary"), determine the name of the water body that the unnamed tributary enters.

An ARAP may be required: **If your work will disturb or cause alterations of a stream or wetland, you must obtain an appropriate Aquatic Resource Alteration Permit (ARAP).** If you have a question about the ARAP program, contact your local Field Office (EFO).

Submitting the form and obtaining more information: Note that this form must be signed by the company President, Vice-President, or a ranking elected official in the case of a municipality, for details see subpart 2.5. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit the completed NOI form (keep a copy for your records) to the appropriate EFO for the county(ies) where the construction activity is located, addressed to **Attention: Stormwater NOI Processing.**

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133-4119	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Drive	38305-4316	Chattanooga	1301 Riverfront Parkway, Suite 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

Division of Water Resources

William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243
1-888-891-8332 (TDEC)

General NPDES Permit for Stormwater Discharges from Construction Activities (CGP)

Construction Stormwater Inspection Certification (Twice-Weekly Inspections)

Site or Project Name: Shadowlawn Road Sewer Extension Project Phase 2		NPDES Tracking Number: TNR
Primary Permittee Name: City of Bartlett (W. Richard "rick" McClanahan, P. E.)		Date of Inspection:
Current approximate disturbed acreage:	Has rainfall been checked/documentd daily? ☐ Yes ☐ No	Name of Inspector:
Current weather conditions:		Inspector's Training Certification Number:

Please check the box if the following items are on-site:

- ☐ Notice of Coverage (NOC) ☐ Stormwater Pollution Prevention Plan (SWPPP) ☐ Twice-weekly inspection documentation
☐ Site contact information ☐ Rain Gage ☐ Off-site Reference Rain Gage Location: _____

Best Management Practices (BMPs):

Are the Erosion Prevention and Sediment Controls (EPSCs) functioning correctly: If "No," describe below in Comment Section

1. Are all applicable EPSCs installed and maintained per the SWPPP?	☐ Yes ☐ No
2. Are EPSCs functioning correctly at all disturbed areas/material storage areas per section 4.1.5?	☐ Yes ☐ No
3. Are EPSCs functioning correctly at outfall/discharge points such that there is no objectionable color contrast in the receiving stream, and no other water quality impacts per section 5.3.2?	☐ Yes ☐ No
4. Are EPSCs functioning correctly at ingress/egress points such that there is no evidence of track out?	☐ Yes ☐ No
5. If applicable, have discharges from dewatering activities been managed by appropriate controls per section 4.1.4? If "No," describe below the measures to be implemented to address deficiencies.	☐ Yes ☐ No
6. If construction activity at any location has temporarily/permanently ceased, was the area stabilized within 14 days per section 3.5.3.2? If "No," describe below each location and measures taken to stabilize the area(s)	☐ Yes ☐ No
7. Have pollution prevention measures been installed, implemented, and maintained to minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters per section 4.1.5? If "No," describe below the measures to be implemented to address deficiencies.	☐ Yes ☐ No
8. If a concrete washout facility is located on site, is it clearly identified on the project and maintained? If "No," describe below the measures to be implemented to address deficiencies.	☐ N/A ☐ Yes ☐ No
9. Have all previous deficiencies been addressed? If "No," describe remaining deficiencies in Comment section. ☐ Check if deficiencies/corrective measures have been reported on a previous form.	☐ Yes ☐ No

Comment Section. If the answer is "No" for any of the above, please describe the problem and corrective actions to be taken. Otherwise, describe any pertinent observations:

Certification and Signature (must be signed by the certified inspector and the permittee per Sections 3.5.8.2 (g) and 7.7.2 of the CGP)

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Inspector Name and Title:	Signature:	Date:
Primary Permittee Name and Title:	Signature:	Date:

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

Construction Stormwater Inspection Certification Form (Twice-Weekly Inspections)**Purpose of this form/ Instructions**

An inspection, as described in section 3.5.8.2. of the General Permit for Stormwater Discharges from Construction Activities ("Permit"), shall be performed at least twice every calendar week and documented on this form. Inspections shall be performed at least 72 hours apart. Where sites or portion(s) of construction sites have been temporarily stabilized, or runoff is unlikely due to winter conditions (e.g., site covered with snow or ice), such inspection only has to be conducted once per month until thawing results in runoff or construction activity resumes.

As described in section 3.5.8.1 of the Permit, inspectors performing the required twice weekly inspections must have an active certification by completing the "Fundamentals of Erosion Prevention and Sediment Control Level I" course (<http://www.tnepsc.org/>). Twice weekly inspections can also be performed by: a licensed professional engineer or landscape architect; a Certified Professional in Erosion and Sediment Control (CPESC) or a person who has successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course. A copy of the certification or training record for inspector certification should be kept on site.

Qualified personnel, (provided by the permittee or cooperatively by multiple permittees) shall inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, locations where vehicles enter or exit the site, and each outfall.

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the site's drainage system. Erosion prevention and sediment control measures shall be observed to ensure that they are operating correctly.

Outfall points (where discharges leave the site and/or enter waters of the state) shall be inspected to determine whether erosion prevention and sediment control measures are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

Based on the results of the inspection, any inadequate control measures or control measures in disrepair shall be replaced or modified, or repaired as necessary, before the next rain event if possible, but in no case more than 7 days after the need is identified.

Based on the results of the inspection, the site description identified in the SWPPP in accordance with section 3.5.1 of the Permit and pollution prevention measures identified in the SWPPP in accordance with section 3.5.2 of the Permit, shall be revised as appropriate, but in no case later than 7 days following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP, but in no case later than 14 days following the inspection.

All inspections shall be documented on this Construction Stormwater Inspection Certification form. Alternative inspection forms may be used as long as the form contents and the inspection certification language are, at a minimum, equivalent to the division's form and the permittee has obtained a written approval from the division to use the alternative form. Inspection documentation will be maintained on site and made available to the division upon request. Inspection reports must be submitted to the division within 10 days of the request.

Trained certified inspectors shall complete inspection documentation to the best of their ability. Falsifying inspection records or other documentation or failure to complete inspection documentation shall result in a violation of this permit and any other applicable acts or rules.

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

Division of Water Resources

William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243

1-888-891-TDEC (8332)

Notice of Termination (NOT) for General NPDES Permit for Stormwater Discharges from Construction Activities (CGP)

This form is required to be submitted when requesting termination of coverage from the CGP. The purpose of this form is to notify the TDEC that either all stormwater discharges associated with construction activity from the portion of the identified facility where you, as an operator, have ceased or have been eliminated; or you are no longer an operator at the construction site. Submission of this form shall in no way relieve the permittee of permit obligations required prior to submission of this form. Please submit this form to the local DWR Environmental Field Office (EFO) address (see table below). For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC).

Type or print clearly, using ink.

Site or Project Name: Shadowlawn Road Sewer Extension Project Phase 2		NPDES Tracking Number: TNR	
Street Address or Location: Along Bompreszi, Lexi Gardener and Broadway Road		County(ies): Shelby	
Name of Permittee Requesting Termination of Coverage:			
Permittee Contact Name:		Title or Position:	
Mailing Address:		City:	State: Zip:
Phone:		E-mail:	

Check the reason(s) for termination of permit coverage:

- ☐ Stormwater discharge associated with construction activity is no longer occurring and the permitted area has a uniform 70% permanent vegetative cover OR has equivalent measures such as rip rap or geotextiles, in areas not covered with impervious surfaces.
- ☐ You are no longer the operator at the construction site (i.e., termination of site-wide, primary or secondary permittee coverage).

Certification and Signature: (must be signed by president, vice-president or equivalent ranking elected official)

I certify under penalty of law that either: (a) all stormwater discharges associated with construction activity from the portion of the identified facility where I was an operator have ceased or have been eliminated or (b) I am no longer an operator at the construction site. I understand that by submitting this notice of termination, I am no longer authorized to discharge stormwater associated with construction activity under this general permit, and that discharging pollutants in stormwater associated with construction activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Clean Water Act.

For the purposes of this certification, elimination of stormwater discharges associated with construction activity means that all stormwater discharges associated with construction activities from the identified site that are authorized by a NPDES general permit have been eliminated from the portion of the construction site where the operator had control. Specifically, this means that all disturbed soils at the portion of the construction site where the operator had control have been finally stabilized, the temporary erosion and sediment control measures have been removed, and/or subsequent operators have obtained permit coverage for the site or portions of the site where the operator had control.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Permittee name (print or type):	Signature:	Date:
---------------------------------	------------	-------

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett, TN	38133	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Drive	38305	Chattanooga	1301 Riverfront Parkway, Ste. 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

CN-1175 (Rev. 12-14)

RDA 2366

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2

Sealed Bid #: FY2017-08-015

Due Date: September 1, 2016

SWPPP APPENDIX C PROJECT CONSTRUCTION DOCUMENTS

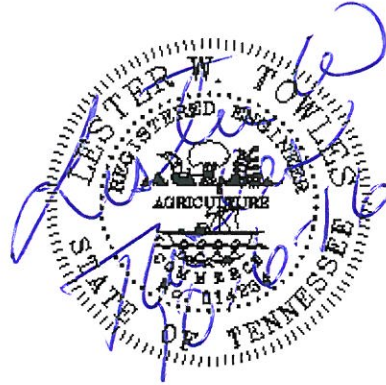
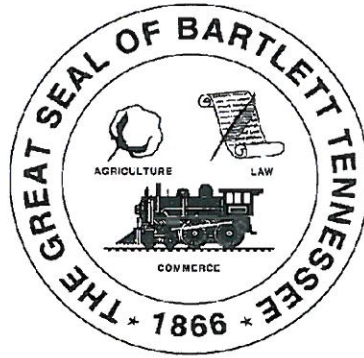
- **Plan and Profile Plan(s) –submitted on a CD**
- **Erosion Control Plan(s)—submitted on a CD**

Attachment: SB2017-09-015 SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2 color (1957 : Bid for Shadowlawn Road Sewer

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

**SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2****SB # FY2017-09-015****ADDENDUM # 1***October 6, 2016*

The following clarifications and changes shall be made a part of the Contract Documents.

- 1) As a point of clarification, The Bid Date is **Tuesday, October 11, 2016**, no later than 2:00PM (CST) and not Thursday—as shown on the bid document.
- 2) As a point of clarification, please provide one original bid package and two copies.

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

Respectfully submitted,

A handwritten signature in blue ink that reads 'Wade Towles'.

Wade Towles, P.E.
Assistant City Engineer
City of Bartlett

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2-BID TAB				ENGINEER'S ESTIMATE			ENSCOR, LLC		B&C CONSTRUCTION		DOZERTRAZ USA, LLC		OWENS CONSTRUCTION		ARGO CONSTRUCTION		W&T CONTRACTING CORP.		
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$3,350.00	\$3,350.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$52,000.00	\$52,000.00	\$52,000.00	\$52,000.00
2	Clearing & Grubbing	LS	1	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$31,220.00	\$31,220.00	\$43,680.00	\$43,680.00	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$1,220.00	\$1,220.00	\$1,220.00	\$1,220.00
4	Erosion Control--Type C Fence with metal posts	LF	6,500	\$4.50	\$29,250.00	\$3.50	\$22,750.00	\$5.00	\$32,500.00	\$3.50	\$22,750.00	\$5.00	\$32,500.00	\$3.25	\$21,125.00	\$11.00	\$71,500.00	\$11.00	\$71,500.00
5	Rock Check Dam	EA	4	\$500.00	\$2,000.00	\$100.00	\$400.00	\$750.00	\$3,000.00	\$670.00	\$2,680.00	\$1,650.00	\$6,600.00	\$2,000.00	\$8,000.00	\$488.00	\$1,952.00	\$488.00	\$1,952.00
6	8" Sanitary Sewer Pipe (0'-6" Deep) SDR26	LF	690	\$32.00	\$22,080.00	\$20.00	\$13,800.00	\$22.00	\$15,180.00	\$28.60	\$19,734.00	\$38.00	\$26,220.00	\$66.00	\$46,920.00	\$37.97	\$26,198.30	\$37.97	\$26,198.30
7	8" Sanitary Sewer Pipe (6'-8" Deep) SDR26	LF	890	\$35.00	\$31,150.00	\$24.00	\$21,360.00	\$24.00	\$21,360.00	\$30.30	\$26,967.00	\$46.00	\$40,940.00	\$73.00	\$65,370.00	\$42.55	\$37,868.50	\$42.55	\$37,868.50
8	8" Sanitary Sewer Pipe (8'-10" Deep) SDR26	LF	710	\$37.00	\$26,270.00	\$28.00	\$19,880.00	\$28.00	\$19,460.00	\$33.50	\$23,785.00	\$51.00	\$36,210.00	\$78.00	\$55,380.00	\$53.17	\$37,750.70	\$53.17	\$37,750.70
9	8" Sanitary Sewer Pipe (10'-12" Deep) SDR26	LF	490	\$40.00	\$19,600.00	\$30.00	\$14,700.00	\$28.00	\$13,720.00	\$36.00	\$17,640.00	\$58.00	\$28,420.00	\$82.00	\$40,180.00	\$60.80	\$29,792.00	\$60.80	\$29,792.00
10	8" Sanitary Sewer Pipe (12'-14" Deep) SDR26	LF	510	\$43.00	\$21,930.00	\$34.00	\$17,340.00	\$32.00	\$16,320.00	\$39.60	\$20,196.00	\$75.00	\$38,250.00	\$90.00	\$45,900.00	\$68.36	\$34,863.60	\$68.36	\$34,863.60
11	8" Sanitary Sewer Pipe (14'-16" Deep) SDR26	LF	175	\$49.00	\$8,575.00	\$40.00	\$7,000.00	\$36.00	\$6,300.00	\$50.00	\$8,750.00	\$92.00	\$14,350.00	\$96.00	\$16,800.00	\$83.55	\$14,621.25	\$83.55	\$14,621.25
12	8" Sanitary Sewer Pipe (16'-18" Deep) SDR26	LF	180	\$56.00	\$10,080.00	\$44.00	\$7,920.00	\$40.00	\$7,200.00	\$65.00	\$11,700.00	\$100.00	\$18,000.00	\$105.00	\$19,950.00	\$96.87	\$17,635.30	\$96.87	\$17,635.30
13	8" Sanitary Sewer Pipe (18'-20" Deep) SDR26	LF	175	\$64.00	\$11,200.00	\$50.00	\$8,750.00	\$45.00	\$7,875.00	\$88.00	\$15,400.00	\$110.00	\$19,250.00	\$140.00	\$24,500.00	\$113.92	\$19,936.00	\$113.92	\$19,936.00
14	8" DIP Sanitary Sewer starting at SMH # 8, Station 13+12 to Station 14+62	LF	150	\$400.00	\$60,000.00	\$60.00	\$9,000.00	\$60.00	\$9,000.00	\$76.00	\$11,400.00	\$80.00	\$12,000.00	\$180.00	\$27,000.00	\$91.13	\$13,669.50	\$91.13	\$13,669.50
15	8" HDPE Sanitary Sewer installed by directional bore--SMH #9 to SMH #10	LF	145	\$300.00	\$43,500.00	\$100.00	\$14,500.00	\$150.00	\$21,750.00	\$102.00	\$14,790.00	\$300.00	\$43,500.00	\$250.00	\$36,250.00	\$220.53	\$31,976.85	\$220.53	\$31,976.85
16	6" Diameter Sewer Manholes (0'-6" w/Rim & Cover)	Each	5	\$3,500.00	\$17,500.00	\$3,771.00	\$18,855.00	\$3,500.00	\$17,500.00	\$5,000.00	\$17,500.00	\$4,500.00	\$22,500.00	\$6,700.00	\$33,500.00	\$5,317.00	\$28,586.00	\$5,317.00	\$28,586.00
17	6" Diameter Extra Depth Sewer Manholes	VF	48	\$350.00	\$16,800.00	\$326.40	\$15,667.20	\$350.00	\$16,800.00	\$425.00	\$20,400.00	\$480.00	\$23,040.00	\$1,800.00	\$8,640.00	\$490.00	\$23,520.00	\$490.00	\$23,520.00
18	4" Diameter Sewer Manholes (0'-6" w/Rim & Cover)	Each	14	\$2,500.00	\$35,000.00	\$1,700.00	\$23,800.00	\$2,200.00	\$30,800.00	\$2,260.00	\$31,640.00	\$4,000.00	\$56,000.00	\$3,700.00	\$51,800.00	\$1,900.00	\$26,600.00	\$1,900.00	\$26,600.00
19	4" Diameter Extra Depth Sewer Manholes	VF	38	\$250.00	\$9,500.00	\$160.00	\$6,080.00	\$175.00	\$6,650.00	\$180.00	\$6,840.00	\$400.00	\$16,000.00	\$350.00	\$13,300.00	\$266.00	\$10,108.00	\$266.00	\$10,108.00
20	6" SDR26 Sewer Service & Stand Pipe	Each	20	\$900.00	\$18,000.00	\$500.00	\$10,000.00	\$750.00	\$15,000.00	\$1,250.00	\$25,000.00	\$250.00	\$5,000.00	\$1,500.00	\$30,000.00	\$380.00	\$7,600.00	\$380.00	\$7,600.00
21	6" SDR26 Sewer Service & Stand Pipe--locations 7497 Applying Road (includes 1 complete service)	EA	1	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$9,600.00	\$9,600.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
22	TREE--White Dogwood (2'-2 1/2" CALIBER)--TRACT NO. 12	EA	2	\$500.00	\$1,000.00	\$285.00	\$570.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$450.00	\$900.00	\$575.00	\$1,150.00	\$759.00	\$1,518.00	\$759.00	\$1,518.00
23	TREE--White Dogwood (2'-2 1/2" CALIBER)--TRACT NO. 5	EA	2	\$500.00	\$1,000.00	\$285.00	\$570.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$450.00	\$900.00	\$575.00	\$1,150.00	\$759.00	\$1,518.00	\$759.00	\$1,518.00

SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2--BID TAB				ENGINEER'S ESTIMATE		ENSCOR, LLC		B&C CONSTRUCTION		DOZERTRAZ USA, LLC		OWENS CONSTRUCTION		ARGO CONSTRUCTION		W&T CONTRACTING CORP.	
Item No.	Description	Unit	Quantity	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total	Estimated Unit Price	Estimated Total
24	TREE--Cherry (2"-2 1/2 " CALIBER)--TRACT NO. 5	EA	2	\$500.00	\$1,000.00	\$275.00	\$550.00	\$400.00	\$800.00	\$450.00	\$900.00	\$450.00	\$900.00	\$575.00	\$1,150.00	\$759.00	\$1,518.00
25	Class "C" Riprap with filter fabric for Open Cut Drainage Ditch Crossing and for permanent repair of drainage ditch	TON	300	\$50.00	\$15,000.00	\$40.00	\$12,000.00	\$55.00	\$16,500.00	\$42.00	\$12,600.00	\$42.00	\$12,600.00	\$60.00	\$18,000.00	\$137.00	\$41,100.00
26	#57 Stone for Undercut Bedding	TON	500	\$30.00	\$15,000.00	\$10.00	\$5,000.00	\$35.00	\$17,500.00	\$34.00	\$17,000.00	\$42.00	\$21,000.00	\$50.00	\$25,000.00	\$114.00	\$57,000.00
27	CR-610 Crushed Limestone for Driveway Repair and maintenance of traffic	TON	500	\$30.00	\$15,000.00	\$27.00	\$13,500.00	\$35.00	\$17,500.00	\$35.00	\$17,500.00	\$42.00	\$21,000.00	\$40.00	\$20,000.00	\$114.00	\$57,000.00
28	Asphalt Driveway Repair--(2" thick minimum)	TON	50	\$300.00	\$15,000.00	\$120.00	\$6,000.00	\$100.00	\$5,000.00	\$242.00	\$12,100.00	\$45.00	\$2,250.00	\$350.00	\$17,500.00	\$256.00	\$12,800.00
29	Asphalt Street Repair--Road cuts for sewer installation (2" thick minimum)	TON	250	\$300.00	\$75,000.00	\$120.00	\$30,000.00	\$130.00	\$32,500.00	\$212.00	\$53,000.00	\$35.00	\$8,750.00	\$450.00	\$112,500.00	\$256.00	\$64,000.00
30	Concrete Driveway Repair -- (6" thick minimum)	SF	700	\$40.00	\$28,000.00	\$7.00	\$4,900.00	\$10.00	\$7,000.00	\$8.00	\$5,600.00	\$12.00	\$8,400.00	\$10.00	\$7,000.00	\$53.88	\$37,716.00
31	Seeding & Mulching, Temporary and/or Permanent	SY	35,000	\$0.50	\$17,500.00	\$0.25	\$8,750.00	\$0.30	\$10,500.00	\$0.20	\$7,000.00	\$1.00	\$35,000.00	\$0.55	\$19,250.00	\$0.45	\$15,750.00
32	Sod	SY	30,000	\$4.00	\$120,000.00	\$2.30	\$69,000.00	\$3.00	\$90,000.00	\$2.50	\$75,000.00	\$2.40	\$72,000.00	\$3.20	\$96,000.00	\$4.57	\$137,100.00
33	Temporary Fence 2X4 mesh, 4 foot tall on Tract 10	LF	300	\$15.00	\$4,500.00	\$5.00	\$1,500.00	\$10.00	\$3,000.00	\$4.50	\$1,440.00	\$10.00	\$3,000.00	\$8.00	\$2,400.00	\$6.08	\$1,824.00
34	Temporary Fence 2X4 mesh, 4 foot tall, equipped with an electric fence wire to connect into existing electric fence on Tract 3	LF	300	\$15.00	\$4,500.00	\$5.00	\$1,500.00	\$15.00	\$4,500.00	\$5.40	\$1,620.00	\$12.00	\$3,600.00	\$8.00	\$2,400.00	\$6.08	\$1,824.00
35	Temporary metal gate across the drainage ditch on Tract 3	LS	1	\$500.00	\$500.00	\$100.00	\$100.00	\$700.00	\$700.00	\$450.00	\$450.00	\$900.00	\$900.00	\$500.00	\$500.00	\$759.45	\$759.45
36	Temporary metal gate across the unopened portion of Bomprezzie Road, 14 feet wide with chain and lock	LS	1	\$900.00	\$900.00	\$100.00	\$100.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$759.45	\$759.45
37	Septic Tank Field Line Repair/Replacement	LF	100	\$20.00	\$2,000.00	\$6.00	\$600.00	\$10.00	\$1,000.00	\$56.00	\$5,600.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$759.00	\$75,900.00
38	Concrete for 8" DIP Sewer Pipe Encasement starting at SMH # 8, Station 13+12 to Station 14+72 (160 lineal feet long)	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$2,600.00	\$2,600.00	\$9,500.00	\$9,500.00	\$1,250.00	\$1,250.00	\$12,910.00	\$12,910.00
39	Construction Entrance	EA	4	\$2,500.00	\$10,000.00	\$1,200.00	\$4,800.00	\$2,500.00	\$10,000.00	\$3,100.00	\$12,400.00	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$2,278.00	\$9,112.00
40	Connect to Existing SMH	LS	3	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,675.00	\$5,025.00	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$1,519.00	\$4,557.00
SHADOWLAWN ROAD SEWER EXTENSION PROJECT PHASE 2					\$804,395.00	\$424,182.20	\$570,515.00	\$769,980.00		\$881,577.00	\$1,077,725.00	\$769,980.00		\$1,054,214.90			



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Proposal for survey and design of Elmore Park Road drainage basins.

Attached is a proposal from Allen & Hoshall to survey and computer model the drainage basins from Elmore Park Road eastwardly toward the school. The purpose of this is to size a box culvert under Elmore Park and determine if the school detention basin can be modified to store more water. Please authorize:

\$17,000 for surveying

\$25,000 for computer model

\$42,000 TOTAL

Funding to come from Misc Drainage Improvements Account 311.48311.772.63616.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Elliott, Parsons, Simmons, Young, Sedgwick



October 31, 2016

Mr. Rick McClanahan, P.E.
City of Bartlett-Engineering
 6382 Stage Road
 Bartlett, TN 38134

**RE: Drainage Basin Study near Elmore Park Middle School
 Professional Land Surveying and Civil Engineering Design Services**

Dear Mr. McClanahan,

Allen & Hoshall is pleased to submit this proposal to provide professional Surveying and Civil Engineering services related to the analysis of the drainage basins that discharge into the open concrete channel between Elmore Park Road and Ivanhoe Road. The analysis would include areas upstream of the outlet point from the east basin which includes Elmore Park Middle School. The east basin extends from the concrete open channel to Juneway Drive on the east and Stage Road on the North. There is also a smaller basin to the west that extends to Kenwood Road. The analysis also includes the basin to the south along the concrete open channel extending to Elmore Road.

SCOPE OF SERVICES

Surveying

- The scope for this project includes;
 - Locate drainage system within the subject study limits to include open drainage channels, box culverts, drainage pipes and associated structures. To include horizontal and vertical data, type, size and dimensions.
 - Perform cross-sections of open drainage swales/natural ditches associated with the subject drainage basin.
 - Perform topographic survey of existing drainage detention at Elmore Park Middle school.
 - Provide top cover data along drainage system alignment.
 - Locate crossing pipes, provide additional topographic mapping and show record utilities, if any, in areas of possible design construction.
 - Additional survey in areas as needed by civil engineer and/or client's direction. Include finish floor elevations of nearby structures.
 - Survey data to be tied to the TN State Plane coordinate system and the City of Memphis vertical datum unless otherwise directed by the client.

Civil Engineering

- The scope for this project includes;
 - Site visits as required
 - Analyze existing information and survey
 - Determine basin limits and areas
 - Determine CN numbers for each basin
 - Determine time of concentration for each basin
 - Determine existing school detention basin capacity
 - Input information collected into drainage model
 - Calibrate model results to known/observed conditions
 - Analyze east drainage basin piping system
 - Analyze open channels and ditches
 - Evaluate results and identify problem areas
 - Develop options for remedial improvements and analyze
 - Prepare preliminary cost estimates for options
 - Make recommendations to City or Bartlett
 - Prepare report
 - Meet with City of Bartlett to review findings
- Attend meetings with City of Bartlett Engineering as required.

PROPOSED FEES AND AGREEMENT

Allen & Hoshall proposes to provide the services described herein for a lump sum fee according to the following schedule:

Surveying	\$17,000
Civil Engineering	\$25,000

Total Lump Sum Fee = \$42,000.00

The lump sum fees quoted above include normal direct expenses such as travel, postage, shipping and printing.

Allen & Hoshall will bill monthly for design services according to the attached terms and conditions. Payment in full is due within 30 days of invoice date.

Engineering Services Proposal
October 31, 2016
Page 3

Allen & Hoshall appreciates the opportunity to provide engineering services and is prepared to proceed with the project if this proposal is acceptable. Please contact us if you have questions or require additional information concerning this proposal.

Sincerely,

ALLEN & HOSHALL



Roy D. Lamica, P.E.
Principal

ACCEPTANCE OF PROPOSAL

I/We understand and accept the scope of services and payment terms as detailed in the terms and conditions. I/We authorize Allen & Hoshall, Inc. to begin services immediately.

Client Authorized Representative

Date



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/10/16 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Contract for temporary employment services.

On August 19, 2016 the City of Bartlett placed an ad in *The Daily News* requesting an RFP for Temporary Employment Services. Proposals were due on September 15, 2016. The City of Bartlett received the following five proposals, which were opened at City Hall.

Proposals were received from the following companies:

Company	General Labor	Specialized labor	Administration fee
A-One Staffing	\$11.50	\$11.50	40 percent
Conexx Staffing	\$10.00	\$12.00	33 percent
PSC	\$10.00	\$15.00	39/48 percent
Small Business	\$9.25	\$12.00	58 percent
Square One	\$10.00	\$13.00	40 percent

We recommend the Temporary Services Contract be awarded to Conexx Staffing for an initial term of October 1, 2016 through June 30, 2018 with the option to renew for three additional one-year periods beginning July through June with the same terms and conditions.

Funds are available in Object 125 in various departmental budgets.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/10/16 07:00 PM
Department: Administration
Category: Contract
Prepared By: Stefanie McGee
Department Head: Mark Brown

Contract payment to Retail Strategies.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/10/16 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:** Bobby Simmons, Alderman**SECONDER:** Jack Young, Vice Mayor**AYES:** Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/10/16 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appoint Doug Bailey as Police Inspector.

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