



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, SEPTEMBER 27, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Andrew Raymond, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, October 3 at 6 p.m.

Planning Commission, October 3 at 7 p.m.

Bartlett Station Commission, October 5 at 7:30 a.m.

City Beautiful Commission, October 6 at 7 p.m.

Bartlett Historical Society, October 10 at 7 p.m.

RECOGNITIONS

Proclamation honoring David Stephens as Tennessee Superintendent of the Year

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 13, 2016 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

- I. Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2.

UNFINISHED BUSINESS

- I **Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2. (Terry Emerick, Director of Planning and Economic Development)**

CONSENT AGENDA**1 Special event permit for New Hope Christian Church fall festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, October 23 from 3 to 6 at New Hope Christian Church.

2 Bid for Bartlett City Hall Audio Visual Equipment and Installation. (Wade Towles, Assistant Director of Engineering)

Recommend accepting the lowest bid from Audio Communications Consultants, Inc. in the amount of \$119,337.00, plus a contingency amount of \$10,000.00 for a cost of \$129,337.00.

Ross Witt, PLLC has submitted a fee of \$1,865.00 for the Construction Management of this project. Total cost is \$131,202.00. Funds are available in Account 311.48311.780.1016.

3 Proposal for land survey for Old Brownsville Road sewer improvements. (Rick McClanahan, Director of Engineering)

Recommend accepting proposal from Fisher & Arnold in the amount of \$24,020, plus a contingency amount of \$980, for a total cost of \$25,000. Fisher & Arnold will complete a land survey in preparation of sanitary sewer improvements north of Old Brownsville Road and east of Old Covington Pike. Funds are available in Account 312.48312.772.81151.

4 Contract for final design to lower hill east of Ellis and New Brunswick intersection. (Rick McClanahan, Director of Engineering)

Recommend awarding the design contract to The Pickering Firm in the amount of \$11,487.88. Funds are available in Account 311.48311.772.452.

5 Authorization to purchase Right-of-Ways for Ellis and Old Brownsville Road projects. (Rick McClanahan, Director of Engineering)

Request approval to purchase two right-of-way tracts for a total of \$32,326.00. Funds are available in Accounts 311.48311.770.452 and 311.48311.770.422.

6 Site Plan Contract for Olympus Service and Distribution Center. (Rick McClanahan, Director of Engineering)

The Developer, Olympus America Inc. will pay \$44,376.15 in City fees. The bond is set at \$450,989.00.

7 Subdivision Contract for Bartlett Villa. (Rick McClanahan, Director of Engineering)

The Developer, Diversified Partners, LLC will pay \$11,951.50 in City fees. The bond is set at \$13,200.00.

NEW BUSINESS

- 1 Resolution 42-16, a Resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls. (Dick Phebus, Director of Finance)**
- 2 Resolution 43-16, a resolution to amend the Fiscal Year 2016-2017 General Purpose School Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)**
- 3 Resolution 44-16, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 13, 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 Mayor McDonald

FUTURE MEETINGS

Bartlett City Board of Education Work Session, September 15 at 7 p.m.

Historic Preservation Commission, September 19 at 7 p.m.

BPACC Advisory Board, September 20 at 6 p.m.

Bartlett Arts Council, September 20 at 6:30 p.m.

Design Review Commission, September 20 at 6:30 p.m.

Bartlett City Board of Education, September 22 at 7 p.m.

RECOGNITIONS

Lawful Sons Motorcycle Club check presentation to Bartlett First Responders Monument

The Lawful Sons Motorcycle Club held a Poker Run fundraiser on August 28 for the Bartlett First Responders Monument. Club President Mike McCoy announced that the fundraiser made \$10,000, and presented a check to Alderman Emily Elliott, chair of the monument committee.

Mayor's Youth Council Class of 2017

Nicholas Betts, eighth grader at Elmore Park Middle
Zachary Bishop, sophomore at Bartlett High
Kenneth Burnett, eighth grader at Appling Middle
Tia DuBose, eighth grader at Appling Middle
Paige LaPorte, junior at Bartlett High
Chinua Madu, eighth grader at Bon Lin Middle
LC McGhee, sophomore at Bartlett High
Nathan Mobley, freshman at Bartlett Academy

Minutes Acceptance: Minutes of Sep 13, 2016 7:00 PM (MINUTES ACCEPTANCE)

Leo Osborne, eighth grader at Appling Middle
 Keri Perkins, freshman at Bartlett Academy
 Holden Rogers, eighth grader at Bon Lin Middle
 Penny Rosenberg, eighth grader at St. Ann
 John-David Ross, junior at Bartlett High
 Rachel Stephens, sophomore at Bartlett High
 Annie Steward, freshman at Bartlett Academy
 Conner Venckus, freshman at Bartlett Academy
 Reagan Wallgren, freshman at Faith Heritage Christian Academy
 Landon Wicker, junior at Bartlett High
 Maddy Wicker, eighth grader at Bon Lin Middle
 Olivia Williams, eighth grader at Bon Lin Middle

Official Business of the Day

Mayor McDonald announced an emergency expenditure of \$12,778 at the Bartlett Recreation Center for roof repairs.

MINUTES ACCEPTANCE

Minutes of the August 23, 2016 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Special seasonal event permit for Big Jim's Christmas Trees and Pumpkins. (Jim Brown, Director of Code Enforcement)**
 The event will be held September 20 through December 20 from 9 a.m. to 8 p.m. at 6777 Stage Road.
- 2 Special event permit for Memphis Euro Fest Car Show. (Jim Brown, Director of Code Enforcement)**
 The event will be held on Saturday, October 1 from 8 a.m. to 5 p.m. at Youth Villages, 7410 Memphis Arlington Rd.
- 3 Special event permit for Fall Festival and Craft Sale. (Jim Brown, Director of Code Enforcement)**
 The event will be held on Saturday, October 22 from 9 a.m. to 3 p.m. at Ellendale United Methodist Church.

- 4 Annual Contribution to the County's Household Hazardous Waste Collection Facility. (Bill Yearwood, Director of Public Works)**
Approve yearly contribution of \$20,000 to waste facility, as approved in Resolution 43-05. Funds are available in account 122.48122.899.
- 5 Purchase seven radar units for new police vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase seven Stalker dual radar units from Applied Concepts, Inc. at a total cost of \$10,815.00. This purchase would be from a State bid contract. Funds are available in Account 311.48311.785.20317.
- 6 Purchase seven in-car video cameras for new police vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase seven Watchguard in-car video cameras from Watchguard at a total cost of \$36,190.00. Watchguard is a sole-source provider. Funds are available in Account 311.48311.785.20317.
- 7 Purchase Wireless Access Points and server for patrol video. (Gary Rikard, Chief of Police)**
Request authorization to purchase Wireless Access points and server in order to automatically download the WatchGuard video from patrol cars at a cost of \$23,005.00. WatchGuard is a sole-source provider. Funds are available in Account 311.48311.785.20317.
- 8 Bid for Riding Mower with 104" Deck. (Shan Criswell, Assistant Director of Parks and Recreation)**
Recommend accepting the lowest bid from Bartlett Small Engines at a cost of \$19,995.00. This mower will be used for Bartlett City Schools Maintenance. Funds are available in Account 110.44400.939.
- 9 Bid for crew cab pickup truck with 6.5 ft. bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Premier Automotive for one 2016 Dodge Ram at a cost of \$24,644.36. Funds are available in Account 510.51300.935.
- 10 Bid for one extended cab pickup truck with 6.5-foot bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Homer Skelton CDJ - Ram, at a cost of \$22,046.00. Funds are available in Account 510.51300.935.
- 11 Bid for a walking floor transport trailer. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Spector Manufacturing at a cost of \$74,587.00. Funds are available in Account 122.48122.939.

- 12 Bid for day cab tractor with dump trailer. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest qualified bid from Tag Truck Center at a cost of \$145,775.00. Funds are available in Account 510.51400.935.
- 13 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road between Austin Peay Hwy and Kirby Whitten. (Rick McClanahan, Director of Engineering)**
Request approval to purchase two right-of-way tracts for a total of \$80,821.00. Funds are available in Account 311.48311.770.422.
- 14 Design services for Singleton Community Center roof replacement. (Shan Criswell, Assistant Director of Parks and Recreation)**
Recommend approving a contract with Ross Witt, PLLC for design services to document existing conditions as necessary for roof replacement at Singleton Community Center. The cost should not exceed \$23,300. Funds are available in Account 110.44100.921.
- 15 Professional services agreement for W. J. Freeman Park road and parking improvements. (Shan Criswell, Assistant Director of Parks and Recreation)**
Recommend accepting the proposal to provide professional design services for W.J. Freeman Park road and parking area improvements (Phase I) from Dalhoff Thomas Design Studio. The fees agreed to in this contract are \$74,000. Funds are available in Account 311.48311.780.51401.

NEW BUSINESS

- I Resolution 40-16, a resolution approving an intergovernmental agreement between the City of Bartlett and County of Shelby, Tennessee in connection with Division 14 General Sessions Court for enforcement of City Ordinances involving environmental violations. (Jim Brown, Director of Code Enforcement)**

Mr. Brown explained that this agreement will allow serious code enforcement violations to be heard by Shelby County's Environmental Court. Currently, Bartlett's City Court hears cases but can only fine \$50 per day per violation, plus court costs. Environmental Court will be able to obtain full compliance. Mayor McDonald noted that Judge Potter is excited to help Bartlett out in this effort.

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

- 2 Resolution 41-16, a resolution to approve the purchase of a Dodge Ram truck for Parks School Ground Maintenance from Premier Automotive and to amend the Fiscal Year 2017 Operating Budget to appropriate \$24,644.36 for the purchase. (Dick Phebus, Director of Finance)**

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

- 3 Appoint Shan Criswell as the Director of Parks and Recreation. (A. Keith McDonald, Mayor)**

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

Swear-in Appointee.

OPEN DISCUSSION

Alderman Pleasant asked attendees to pray for his daughter, who is undergoing cancer treatment.

Alderman Parsons invited the public to participate in the inaugural Freeman Marr Panther Pride 5K run on Saturday, October 1.

Mayor McDonald announced that Krispy Kreme opened today, and as of meeting time there was still a long line for doughnuts.

He also noted that Miss Tennessee Grace Burgess made it to the Top 10 in the Miss America Pageant.

Joe Walker, 5784 Michael Barton Cove, asked how citizens can contribute to the Bartlett First Responders Monument. Alderman Elliott said contributions can be made via the group's Facebook page via a GoFundMe link or send a check to the City with a note that the funds are for the monument. All donations are tax-deductible.

ADJOURNMENT

Meeting adjourned at 7:28 PM

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

A. Keith McDonald
Mayor



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1927)

Meeting: 09/27/16 07:00 PM

Department: Planning and Economic Development

Category: Public Hearing

Prepared By: Stefanie McGee

Initiator: Terry Emerick

Sponsors:

DOC ID: 1927

Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2.

WHEREAS, an application has been made for amendments to the Planned Development for Brunswick Village at Wolfchase P.D., Phase 2 Area B, Revision 2, located west of Brunswick Rd on the Southside of Ladurl.

WHEREAS, the Planning Commission reviewed the proposed amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2 on June 6, 2016 in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development with the exception of the requirement for the fence on the west side will remain as well as the "Owner Occupied" requirement will remain; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on September 27, 2016 and approved the amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2, located to the west of Brunswick Road on the Southside of Ladurl, subject to the following conditions:

Engineering Conditions:

Following are the engineering conditions for this project. Some of these are from the Planning Commission Meeting on December 5, 2005:

General:

1. A residential contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review. This contract will address the fees and bond associated with this development.
2. If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
3. All new utilities shall be underground.
4. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms.
5. The water, sewer, and drainage lines were installed by the previous developer.
6. The sewer line was plugged near Ladurl Street. All sewer lines and sewer manholes shall be cleaned and tested. Once this has been accomplished, the plug near Ladurl Street will be removed.
7. The drainage lines and structures shall be cleaned and tested prior to acceptance.
8. All of the water lines shall be flushed and bacteriologically tested prior to acceptance.
9. An as-built water plan is on file at the City of Bartlett Engineering Department. If no changes to the layout are needed, this as-built plan should be sufficient.

10. The engineer shall verify the bottom elevations of all the ponds to determine how much silt has been deposited. This was not done as a part of the existing as-built drainage plans.
11. The owner/engineer must submit a SWPPP to TDEC and acquire a Notice of Coverage (NOC).
12. Street signs shall be blue to designate the private streets.
13. Both turnarounds will require a complete 40' asphalt radius. This is the same as in any cove and must be sized for emergency vehicles.
14. Any dead or missing trees, bushes shall be replaced.
15. No Parking signs shall be posted all along the private roads and access drives throughout this phase. The fire department requires this as the roads are narrow and the buildings are too close to the roads for any other alternative.
16. No units shall have direct vehicle access to Ladurl Dr.
17. The Homeowners Association bylaws must be recorded. Submit a copy of these to Planning and Engineering for review prior to recording.
18. All drainage within this phase is private.
19. Both drainage and sewer have been extended to the future phase 3 area.
20. The Site Plan shall show all the amenities being provided at this site: sidewalks, trash pickup locations, walking trail, parking spaces, benches, gazebos, etc.
21. Developer shall repair any damaged sidewalk along Ladurl Dr.
22. Construct pads for the garbage pickup in front of units.
23. A TDEC LOC will be required.
24. The plans shall be revised to reflect any changes that are proposed and accepted and to update the developer and or engineer's names. All revisions will require approval.
25. Any failures in the private streets shall be promptly repaired by the developer prior to any issuance of building permits.

Planning Conditions:

1. Staff recommends that the requirements for the Townhouses be recorded on the plat as "Conditions" so that they can be enforced when needed.
 - a. The minimum heated floor area per unit is 1,600 square feet;
 - b. Each unit shall have a two car garage;
 - c. The front elevations for each unit shall have a minimum of 75 percent brick;
 - d. The side and rear elevations of each unit shall have a minimum of 50 percent brick;
 - e. Vinyl windows shall be installed on all units;
 - f. Dimensional 25 year roof shingles shall be installed on all units;
 - g. Gutters and downspouts shall be installed on all units; and,
 - h. All exterior building maintenance, common areas, and private drives shall be the responsibility of the condominium association.
2. Staff recommends that all roof shingles match in both color and style.
3. Staff recommends that sidewalk/walkways be added to the responsibilities of the condominium association.

Additional Conditions:

1. Option to remove the pool requirement and replace it with an outdoor kitchen next to the clubhouse.
2. Six-foot tall privacy fence will be installed along the west property line where no pond exists.
3. Internal connector walkways will be removed but internal pedestrian walkways along both sides of the private driveway systems will be installed which are to be ADA accessible.

WHEREAS, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2 should be approved with the exception that the requirement for the fence on the west side will remain where there is no pond and the "Owner Occupied" requirement will remain in the conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2, located on the west side of Ladurl on the south side of Brunswick Rd., incorporating the above listed conditions, are approved as stated above.

ADOPTED THIS 27th DAY OF SEPTEMBER, 2016.

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk

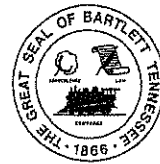
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/27/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for New Hope Christian Church fall festival.



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425

3300 Kirby Whitten RD 38134
 Address Zip Code

OCT -23 -2016 3p to 6pm
 Dates of the Event Hours of the Event

Fall Festival FALLAPALOOZA
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

New Hope Christian Church
 Property Owner

3300 Kirby Whitten
 Special Event Permit Applicant Address of Applicant

386-0211 382-0257
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ Letter of Permission
☒ Insurance
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☒ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
64.00 Total

Robert Looker - 9-19 -2016
 Responsible Person Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: FALLAPALOOZA Fall Festival

Location: 3300 Kirby Whitten Rd

Dates: OCT - 23 - 2016

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		✓		<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	Held on Church property
2			✓	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			✓	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5			✓	The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			✓	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10		✓		In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		✓		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		✓		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		✓ ✓ ✓ ✓ ✓ ✓		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		✓		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		✓		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		✓		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			✓	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		✓		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	<i>We have Insurance</i>

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22		✓	Limitations on signs.	
23		✓	Temporary arrangements for parking and traffic circulation.	
24		✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	<i>we clean up</i>
25			Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26			The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		✓	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		✓	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29		✓		Name and address of the applicant.	
30		✓		Names and address of the owner of the premises on which the proposed event is to be held.	
31		✓		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32		✓		Description of the site on which the proposed event is to be held.	
33		✓		Date of the proposed event.	
34		✓		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35		✓		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		✓		Location and number of proposed temporary public toilets.	
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	✓		The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41	✓		An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	✓		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	✓		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	✓		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	✓		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



INSURANCE BINDER

 DATE (MM/DD/YYYY)
6/15/2016

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

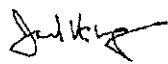
AGENCY Bradshaw & Weil, Inc. 621 Broadway Paducah KY 42001-6854 www.bradshawweil.com PHONE (A/C, No, Ext): (270) 444-7291 FAX (A/C, No): (270) 443-9931 CODE: _____ SUB CODE: _____ AGENCY CUSTOMER ID: 24203 INSURED AND MAILING ADDRESS New Hope Christian Church 3300 Kirby Whitten Rd. Bartlett TN 38134		COMPANY Brotherhood Mutual Insurance Co- BINDER # 6031 DATE EFFECTIVE TIME DATE EXPIRATION TIME 6/16/2016 12:01 X AM 7/16/2016 X 12:01 AM PM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # _____ DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) === See Binder Overflow ===	
--	--	---	--

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	RETRO DATE FOR CLAIMS MADE: _____	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 2,000,000 \$ 300,000 \$ 5,000 \$ 2,000,000 \$ 20,000,000 \$ 20,000,000
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION: _____ ☐ OTHER THAN COL: _____	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT		\$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$ \$ \$ \$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

BINDER OVERFLOW						DATE 6/15/2016	
PRODUCER		PHONE (A/C.No,Ext): (270) 444-7291		COMPANY		BINDER #	
		FAX (A/C.No): (270) 443-9931		Brotherhood Mutual Insurance Co-		6031	
Bradshaw & Weil, Inc. 621 Broadway Paducah KY 42001-6854 www.bradshawweil.com				EFFECTIVE		EXPIRATION	
				DATE	TIME	DATE	TIME
				6/16/2016	12:01	X	AM
					PM		NOON
CODE:		SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #			
AGENCY CUSTOMER ID: 24203				INSURED New Hope Christian Church 3300 Kirby Whitten Rd. Bartlett TN 38134			

ADDITIONAL BINDER INFORMATION:

```

=== Excess Liability: [CUSTOM0192] Limits of Liability -
Each Occurrence..... : $1,000,000
Aggregate..... : $1,000,000

=== Excess Liability: [CUSTOM0192] Schedule Of Underlying Insurance - General Liability
Carrier..... : Brotherhood Mutual
Policy Number..... : Unassigned
Each Occurrence..... : $2,000,000

=== Excess Liability: [CUSTOM0192] Schedule Of Underlying Insurance - Business Automobile
Carrier..... : Brotherhood Mutual
Policy Period..... : 06/19
Policy Number..... : Unassigned
Combined Single Limit..... : $1,000,000

=== Excess Liability: [CUSTOM0192] Schedule Of Underlying Insurance - Employers Liability
Each Accident..... : $100,000
Policy Limit..... : $500,000
Each Employee..... : $100,000

=== Excess Liability: [CUSTOM0192] Endorsements and Other Information -
Endorsements And Other Information..... :
Directors & Officers Liability - INCLUDED
Employment Practices Liability - EXCLUDED
Sexual Acts
Liability - EXCLUDED

=== Property - Commercial: [ACORD 140] Premises Info -
Premises No..... : 1
Building No..... : 1
Street Address..... : 3300 Kirby Whitten Rd.

=== Property - Commercial: [ACORD 140] Subject of Insurance -
[...See overflow page(s)...]

```

Supplemental Notes		DATE 6/15/2016
APPLICANT New Hope Christian Church	AGENCY CUSTOMER ID 24203	POLICY NO. 6031

Notes

Continued from: [1-ADDITIONAL BINDER INFORMATION] Overflow page 1

```

-----
Premises Order..... : 1
Location No..... : 1
Building No..... : 1
Subject Of Insurance..... :
Church
Insured Amount..... : $15,937,500
Coinsurance Percentage..... : 125
Valuation..... : AA
Causes of Loss..... : Special
Deductible..... : $2,500

```

=== Property - Commercial: [ACORD 140] Subject of Insurance -

```

Premises Order..... : 1
Location No..... : 1
Building No..... : 1
Subject Of Insurance..... :
Contents
Insured Amount..... : $2,800,000
Coinsurance Percentage..... : 100
Valuation..... : AA
Causes of Loss..... : Special
Deductible..... : $2,500

```

=== Property - Commercial: [ACORD 140] Subject of Insurance -

```

Premises Order..... : 1
Location No..... : 1
Building No..... : 1
Subject Of Insurance..... :
Personal Property of Others
Insured Amount..... : $70,000
Coinsurance Percentage..... : 100
Valuation..... : AA
Causes of Loss..... : Special
Deductible..... : $2,500

```

=== Property - Commercial: [ACORD 140] Business Income -

=== General Liability - Commercial: [ACORD 126] Coverages - GL - Part 1

Deductible Type..... : Per Occurrence

=== Employment Related Practices Liability: [ACORD 188] Coverage -

```

Limit of Liability..... : $1,000,000
Other Coverage..... : $10,000,000

```

=== Directors and Officers: [CUSTOM_019] Coverage -

```

Limit - Each Claim..... : $2,000,000
Limit - Each Policy Period..... : $20,000,000
Retention Amount..... : zero

```

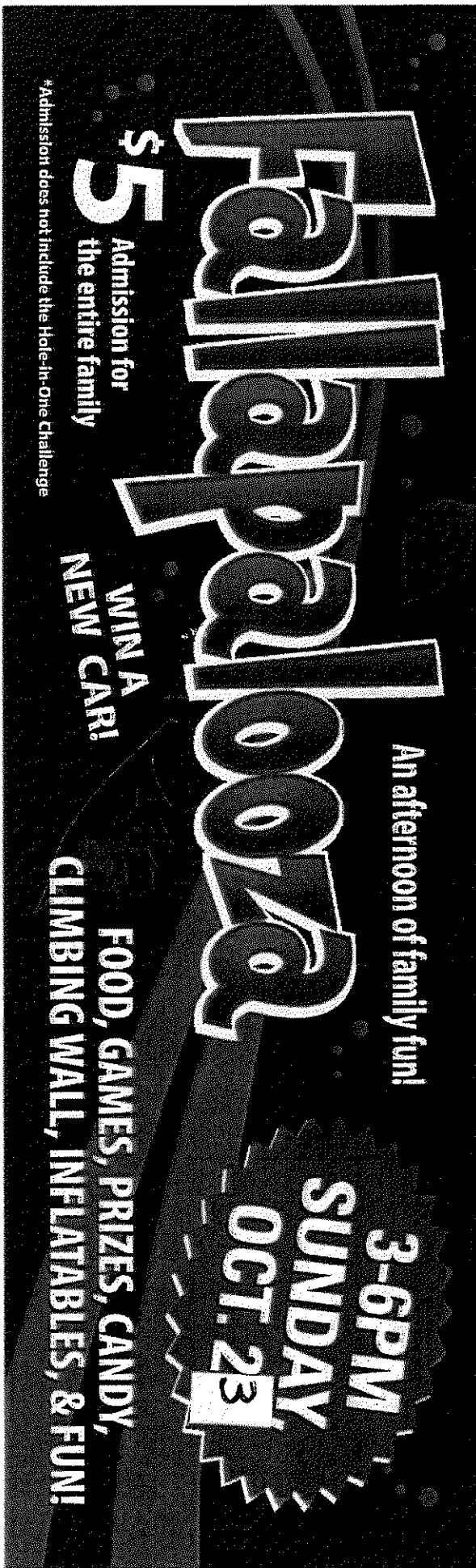
Supplemental Notes		DATE 6/15/2016
APPLICANT New Hope Christian Church	AGENCY CUSTOMER ID 24203	POLICY NO. 6031

Notes

Continued from: [1-ADDITIONAL BINDER INFORMATION] Overflow page 2

Endorsements Effective at Inception..... :
Occurrence

Attachment: NEW HOPE CHRISTIAN CHURCH FALLAPALOOZA-2016 (1920 : Fall Festival Fallapalooza)

A black and white poster for the Fallapalooza festival. The title 'Fallapalooza' is written in a large, stylized, bubbly font across the center. To the right of the title, it says 'An afternoon of family fun!'. Below the title, on the left, it says '\$5 Admission for the entire family' and '*Admission does not include the Hole-In-One Challenge'. On the right, it says 'WIN A NEW CAR!' and 'FOOD, GAMES, PRIZES, CANDY, CLIMBING WALL, INFLATABLES, & FUN!'. At the bottom, it says '3-6PM SUNDAY OCT. 23' inside a jagged, starburst-like border.

Fallapalooza

An afternoon of family fun!

\$5 Admission for the entire family

*Admission does not include the Hole-In-One Challenge

WIN A NEW CAR!

FOOD, GAMES, PRIZES, CANDY, CLIMBING WALL, INFLATABLES, & FUN!

3-6PM SUNDAY OCT. 23

3'x10'

COLD INFLATABLES

DATE: _____

**THE MATERIAL USED
IN THIS INFLATABLE
IS FIRE RETARDANT**

MEETING:

MEPA 701-1988

LARGE SCALE TEST

TEST REPORT

MEPA 701-1988

**IN THIS INFLATABLE
IS FIRE RETARDANT
MEETING:
NFPA 701-1989
LARGE SCALE TEST
- AND -
NFPA 1999
TEST 1 AND TEST 2**

Certificate of Flame Resistance



REGISTERED FABRIC
OR
CONCERN NUMBER

F-57101

ISSUED BY

DIVISION OF TVF INC
401 WEST CARMEL DRIVE
CARMEL IN 46032

Date treated or
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR JINGO JUMP
CITY GLENDALE
ADDRESS 1819 DANA STREET UNIT C
STATE CALIFORNIA 91201

Certification is hereby made that: (Check "a" or "b")

☐ (a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

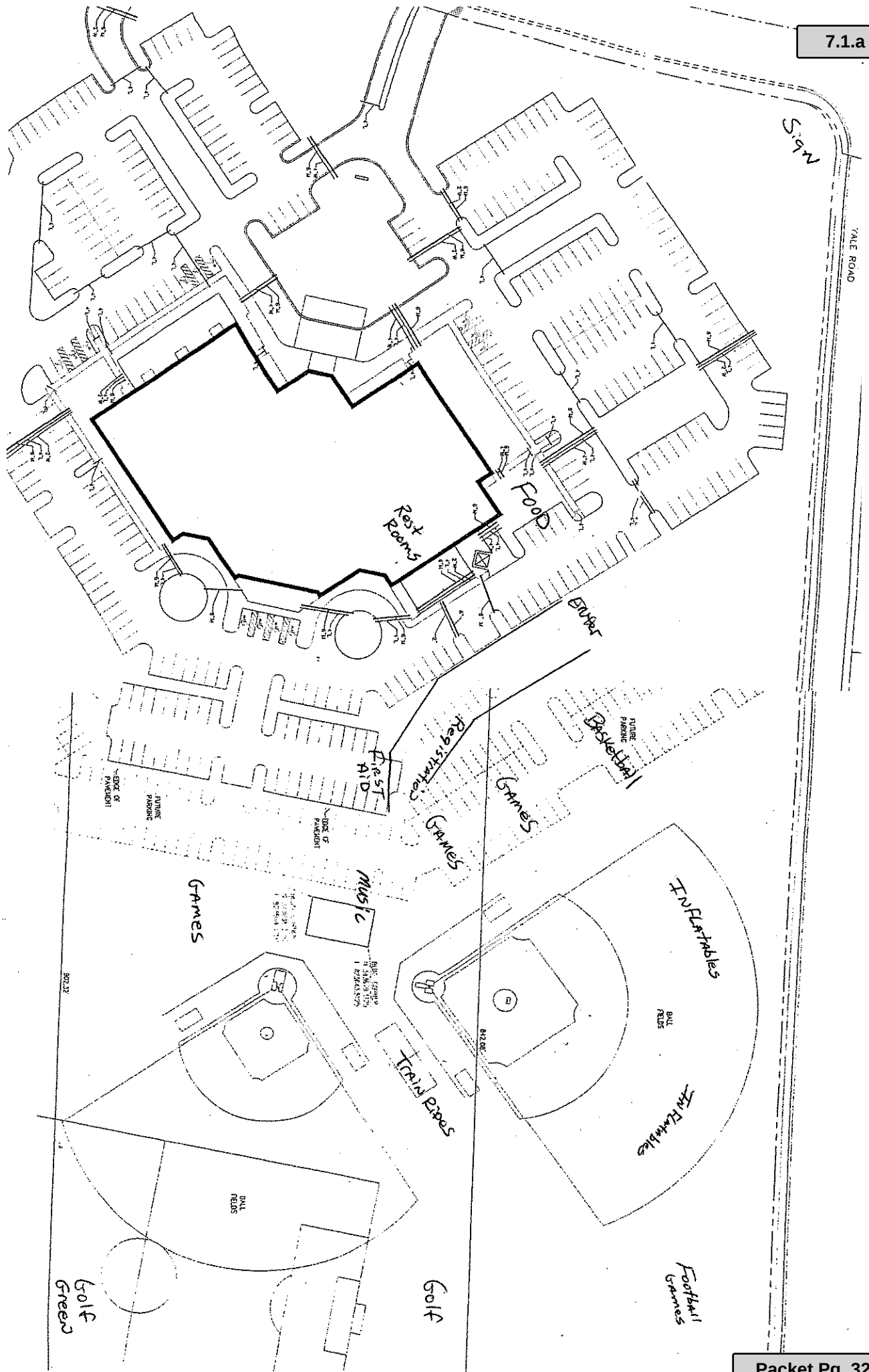
Trade name of flame-resistant fabric or material used VCP-18N1-FL Reg. No. F-57101

The Flame Retardant Process Used will not Be Removed By Washing (wash or will not)

Name of Applicant or Production Superintendent

By BOB BURNS VP OF SALES
Name Title

FR-3





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Bartlett City Hall Audio Visual Equipment and Installation.

The FY2016-07-007 Bartlett City Hall Audio Visual Equipment and Installation was advertised in *The Daily News* on July 29, 2016. The contractors that picked up Bid Documents are as follows:

Audio Communications Consultants, Inc.
Memphis Audio, Inc.

On August 18, 2016, we received three (3) bids for the construction of the **FY 2016-07-007 Bartlett City Hall Audio Visual Equipment and Installation**. The apparent low bidder, Audio Communications Consultants, Inc., submitted a total base bid of **\$119,337.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee, which confirmed that Audio Communications Consultants have submitted the lowest and best bid. The Contract Committee recommends the City award this contract to Audio Communications Consultants, Inc. in the base bid amount of \$119,337.00, plus an additional amount of \$10,000 for items that may need to be added during construction for a total not to exceed **\$129,337.00**. Audio Communications Consultants, Inc. has not performed work for the City of Bartlett on other projects but the references did check out with favorable work experience on other projects.

The bid submitted by South Central A/V was rejected because it did not include the contractor's license number on the envelope, and they did not submit a bid bond, as required. South Central A/V did not get the bid documents from the City of Bartlett Engineering Department.

Funding is available in **Account 311.48311.780.1016**.

Bidder	Total Base Bid
Audio Communications Consultants, Inc.	\$119,337.00
Memphis Audio, Inc.	\$136,197.49
South Central A/V	\$98,145.75

Ross Witt, PLLC has submitted a fee of \$1,865.00 for the Construction Management of this project. Please award this construction management to the firm of Ross Witt, PLLC. Funding is available in **Account 311.48311.780.1016**.

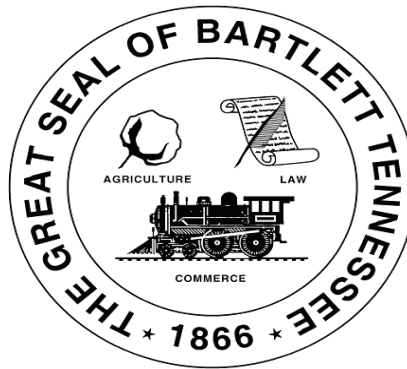
Total funding required for the project will be \$131,202.00.

The bid document (plans and bid book) and a copy of the bid tabulation have been attached to this MinuteTraq file.

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**



July 26, 2016

REQUEST FOR SEALED BIDS

SB # FY2016-07-007

DUE: Thursday, August 18, 2016, no later than 2:00 p.m. (CST)

Audio Visual Project

Bartlett City Hall Chambers

The City of Bartlett is seeking bids to upgrade Audio Visual system in the Bartlett City Hall Chambers as per the written specifications.

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

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Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-3

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **August 18, 2016**. All bid packets with an original, clearly identified, and two copies, must be labeled **"FY2016-07-007 AUDIO VISUAL PROJECT BARTLETT CITY HALL CHAMBERS"** 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

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

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of the upgrading the Audio Visual System in the Bartlett City Hall Council Chamber. The system will have video presentation, sound system upgrade, video recording and broadcast system upgrade, control system upgrade and network cabling. The new Audio Visual System shall be installed in the newly renovated area that will soon be under construction and shall be coordinated with the City and contractor.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

- 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 – FY2016-07-007 Bartlett City Hall Chambers Audio Visual Project
 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.

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. August 18, 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.

- 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.

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 and protection. 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.

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 specifications included in this document and as shown on the plans.

D. TIME OF COMPLETION

D.1 Submittals for the new Audio Visual System equipment and hardware as specified in these bid documents shall be received within ten (10) days after Notice to Proceed is issued.

D.2 Construction is to be completed within **sixty (60) days** after notice to proceed, this includes time for submittals and delivery of the Audio Visual equipment and hardware and installation. Work shall be coordinated with Assistant City Engineer Wade Towles as this may be an active construction site and the building is active and open to the public.

E. CONSTRUCTION ENGINEERING / COORDINATION

The contractor shall be responsible for construction, and cut sheets in accordance with the City of Bartlett Construction specifications.

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.

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 in 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".

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 \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

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.

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.

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.

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

P. FIELD PLANS AND SPECIFICATIONS

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

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PUBLIC ACTS 109

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

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

Print Name_____

Signed _____

Title _____

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

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

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

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.

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

Signatures on next page

DCF-2

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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.*

DCF-3

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 agreed, 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____.

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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.

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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? _____

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4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

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

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570
MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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SPECIAL CONDITIONS

- This work will have to be scheduled and coordinated with Wade Towles, P. E., Assistant City Engineer Phone: 901-385-6499, E-mail: wtowles@cityofbartlett.org
- The successful bidder shall be responsible for obtaining any and all required permits from the Bartlett Code Enforcement located at 6382 Stage Road. These permits will be issued at NO cost.
- This work shall have to be scheduled and coordinated with the contractor that is doing the Bartlett City Hall Chambers renovations.
- The successful bidder shall provide the necessary submittals for approval and the estimated date of delivery. All material shall be delivered to the successful bidder and shall not be stored at Bartlett City Hall.

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**SECTION 27 41 00
 AUDIOVISUAL SYSTEMS**

PART 1 - GENERAL

1.01. INTRODUCTION

- A. This specification pertains to the AudioVisual systems to be provided and installed at the Bartlett City Hall, Bartlett Tennessee.
- B. The work covered under this Section consists of furnishing all labor, materials (unless otherwise noted) and services to install a complete AudioVisual system as shown on the Drawings and in these specifications.
- C. The AV Contractor shall do all work which is shown on the Drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.
- D. The AV Contractor is responsible for accessing the conditions of the job site, and the facilities for delivering, storing, handling and installing of materials and equipment.
- E. Failure to properly access the site conditions or failure to properly study any and all project documentation will in no way relieve the AV Contractor from the requirement of providing all materials and equipment, or performing any work that may be required to complete the work in accordance with these documents.
- F. Neglect of aforementioned requirements will not be accepted as reason for delay in the work or grounds for additional payment.
- G. The scope of work includes, but is not limited to:
 - 1. Furnish and install the equipment specified in this document and/or on the AV drawings.
 - 2. Install any Owner furnished equipment (OFE) noted on the drawings.
 - 3. Furnish and install any additional cable, hardware, and components to provide a cleanly installed and fully functioning system.
 - 4. Daily clean-up of worksite area.
 - 5. Provide high quality calibration and programming of the AV and control systems.
 - 6. Provide accurate as-built documentation.
 - 7. Provide copy of all AV and control system programming files to the City of Bartlett.
 - 8. One year warranty on installation and all equipment.
- H. Accompanying Documents:
 - 1. Drawing Sheets : T-1.1, T-1.2, AV-1.1, AV-1.2, AV-1.3, AV-1.4.

1.02. SYSTEM DESCRIPTIONS

Overview:

The Bartlett City Hall Interior Renovations include an audiovisual system upgrade, adding the following functionality:

- a. Video presentation of content from portable computers through input connections at various positions within the Chamber.
- b. Sound reinforcement and audio playback from microphones and other media sources.
- c. Video recording and live broadcast to the local TV network(s) of robotic cameras and other media sources.
- d. A control system to provide simple operation and automation of the AV systems.
- e. Network cabling.

A. Video Presentation system:

1. The system shall be built around a 16x8 HDMI matrix switcher.
2. HDMI extenders shall carry the signals from input plate locations around the Dias, Staff Table and Podium, to the equipment rack housed in a closet adjacent to the Chambers.
3. 5 large flat panel displays shall be used for viewing of the computer content and camera sources within the Chamber and in the Rotunda. These displays each have their own unique output from the HDMI Matrix.
4. A dedicated media player shall be installed for serving content to the Rotunda display when the chamber is not in use.

B. Sound system:

1. 4 speakers shall provide sound reinforcement to the seating area, Dias, Staff Table, and Podium.
2. An audio DSP shall provide mixing of the 14 existing microphones, and audio from other computer and media sources.
3. An existing Listen hearing assistance transmitter shall be integrated into the system.
4. The sound system shall provide a feed to video recording/broadcast system.

C. Video Recording/Broadcast System:

1. 3 robotic cameras shall be hung from the lay-in tile portion of the ceiling in the Chamber.
2. A robotic camera controller, broadcast style video switcher and an LCD monitor shall be placed at the AV control position.
3. Audio from the sound system shall be embedded on the primary output of the broadcast video switcher.

4. A flash based audio/video recorder shall be placed at the AV control position for archival recording.
5. A link in and out of the recording/broadcast system shall provide integration of the HDMI sources into the recording/broadcast, and for viewing of the camera feeds on the Rotunda display.
6. An HDMI signal shall be sent from the HDMI matrix to an existing telephone closet in the office area of City Hall for connection to the existing TV network provider's cabling.
7. A dedicated media player shall be provided for scheduled playback of the recorded sessions and other video content onto the local TV networks.

D. Control System:

1. A control system shall be provided to simplify and automate the standard functions of the AV system which include, but are not limited to:
 - a. AV equipment power on/off.
 - b. Video input source selection for each display/group of displays.
 - c. HDCP Enable/Disable on all HDMI Inputs.
 - d. Microphone and media source mute/volume control.
2. A large touch panel shall be placed at the AV control position with access to all system controls.
3. A medium touch panel shall be placed at the podium with basic system controls.

E. Network Cabling:

1. Network jacks shall be installed around the Dias, Staff Table, Podium, and AV control position and cabled back to a patch bay in the AV equipment rack.

1.03. DEFINITIONS

- A. Unless otherwise noted the term Owner shall refer to the The City of Bartlett
- B. Unless otherwise noted the term Designer shall refer to Memphis Audio.
- C. Unless otherwise noted the term AV Contractor shall refer to the winning AV bidder.
- D. Unless otherwise noted the term AudioVisual System(s) shall refer to all components and systems specified in this document and accompanying drawings.

1.04. PERFORMANCE OBJECTIVES

A. AudioVisual systems:

The AudioVisual systems shall be equalized and calibrated for naturalness and preset for ease of operation and minimum adjustment. All equipment and installation materials required to fulfill the above shall be furnished whether or not they are enumerated herein or in the drawings. The speakers and displays securely mounted and aimed to provide

proper coverage and viewing to the desired area(s). The audio portion of the systems shall be free of short circuits, ground loops, parasitic oscillations, noticeable noise, hum, and instability of any form, including RF interference. The video portion of the systems shall be free of any visual distortion of the images, and provide fast and reliable switching to display any of the sources specified.

B. Control Systems:

The control system shall be installed and programmed to provide reliable and intuitive operation to all users, regardless whether they have received specific AudioVisual system training.

1.05. COMPLETENESS

- A. The Contractor Shall: Deliver, erect, connect, and furnish all material, appliances, and furnishings as detailed herein.
- B. Complete assembly of all equipment in the system and perform all necessary wiring in order to effect complete interconnection of the components in the system.
- C. Provide all incidental material, appliances, tools, etc., required to provide a complete and working systems whether or not they are specifically enumerated herein. This shall be done according to the spirit and intent of these specifications so that the system is complete and in good operating condition.
- D. Perform all tests and calibrations necessary in order to show that the installed system is in proper and complete working order as specified herein. Details of all tests required are described in Part 4, Section 3. These tests and calibrations shall be verified and reviewed by the Designer during the testing and acceptance period.

1.06. DIMENSIONS AND JOB SITE REQUIREMENTS

- A. All conditions at the job site (related to the AudioVisual systems) as well as verification of dimensions are the responsibility of the AV Contractor.
- B. The AV Contractor shall verify and execute all work in accordance with the National Electrical Code, the National Electrical safety Code, and with all local and state codes, ordinances, and regulations.

1.07. POST BID SUBMITTALS

The AV Contractor shall submit the following documents for approval:

- A. Equipment List - a full equipment manifest that details all components of the proposed system shall be submitted to Designer for approval.
- B. Proposed timetable for accomplishing the project (beginning to end).

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- C. Reference List - Provide a list of similar and recent installation references for verifications of past quality of work and customer satisfaction. Include a contact name and phone number for each installation.
- D. Any other submittals requested by the Owner or Designer prior to commencement of work, which in their judgment is necessary to qualify the bid.

1.08. JOB SUBMITTALS

Within thirty (30) days of award of contract, the Contractor shall submit to the Designer for review detailed support drawings showing exact mounting techniques for the speaker and video displays.

The Designer reserves the right to request any other submittal showing details of installation prior to installation of that particular item(s).

Before construction begins, the Contractor shall deliver to the Designer one (1) reproducible set of the following documents for use during building, testing and acceptance period and for the Owner's permanent records of the sound system:

1. Shop drawings showing proposed layout of equipment and any custom or altered devices.
2. A complete and correct system schematic including the items described below:
 - a. Nomenclature of components and cables written on schematic
 - b. Wire designations and/or color codes.
 - c. Equipment designations and locations.
3. A narrative of the control system functions for each portion of the system, including touch panel designs.
4. All documentation of electronic and acoustical tests and measurement (after installation).
5. Any other drawing detailing parts of the system (which were not submitted previously).
6. Manufacturer's warranty documents for each component in the system (after installation).
7. Three sets of as-built drawings and three copies of all equipment manuals, operating instructions and test documentation (one set printed, two sets digital).

These documents shall be assembled together in filing organizer with proper labeling for easy removal and duplication, arranged in order of equipment lists in this document.

1.09. QUALIFICATIONS OF THE AUDIO/VIDEO CONTRACTOR

- A. The Contractor shall be normally and primarily engaged in the business of sound & video system installation for not less than three (3) years.

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- B. All employees used by the Contractor to install this system shall be competent technicians who are experienced in the installation and interconnection of professional AudioVisual systems.
- C. The Contractor shall employ at least one technically competent person who is capable of providing complete service and technical assistance for all of the products installed.
- D. The Contractor shall be currently authorized by the manufacturer of the major components of the system to sell and initiate warranty service on their products. Major components of the system shall include but not be limited to power amplifiers, audio mixers, speakers, video displays, video interface components and signal processing equipment. Proof of this may be requested during the bidding process. Proof of franchise shall be in the form of a letter from the appropriate manufacturer addressed to the Owner or Designer stating that the sound/video contractor is currently authorized to sell their products. Letters from the sales representative (rep) shall not be accepted as proof.
- E. Each installer shall have in his possession a copy of these specifications along with all related documents, drawings, and addenda.

1.10. GUARANTEES

- A. The Contractor shall guarantee the system against all defects in equipment, materials, and workmanship for a period of twelve (12) calendar months from the date of "Certificate of Substantial Completion."
- B. Where the manufacturer's warranty period is greater than twelve months, the Contractor shall honor that warranty for the full extent of the manufacturer's warranty period.
- C. Where the manufacturer's warranty period is less than 12 months, the Contractor is liable for defects in the component up to, but not exceeding the twelve month period from date of "Certificate of Substantial Completion".

1.11. COOPERATION AND COORDINATION

The AV Contractor shall coordinate his efforts with Subcontractors who are responsible for other work on this project.

1.12. MISCELLANEOUS CONTRACTOR RESPONSIBILITIES

- A. Any carpentry, construction and materials required allowing placement of equipment, racks or any other devices pertaining to this specification so as to be structurally sound and logistically acceptable.
- B. Power distribution in all equipment racks. Provide two spare receptacles in each equipment rack.
- C. The contractor shall adhere to a system installation and testing schedule that will not impact normal Owner operations. This may require weekend and overtime scheduling.
- D. Systems are described in terms of major products. Provide and install connectors, hardware, labels, terminals, etc. necessary for complete and working systems fulfilling design intent of specifications.

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- E. Quantities of equipment listed are for reference only. Confirm subsequent to bidding. A complete working system is required.
- F. During the process of power balancing, equalizing and testing the audio system, adjusting certain components may be required. Perform requested moves without claim for additional payment.

PART 2 - PRODUCTS

2.01. GENERAL

- A. The following sections specifically list the acceptable equipment types and items for this project. All wire and equipment supplied shall be new, and the custom designed components or control circuitry shall be assembled with new parts.
- B. All references in this document to specific brands or models of equipment are made to establish a standard of quality. This standard is based upon product history, budget limitations, Owner's preferences and compatibility with other systems currently installed within the complex.

2.02. SUBSTITUTIONS

- A. Refer to Section 01 25 00 for Product Options and Substitutions and the Substitution Request Form.
- B. Substitutions of equipment other than that which is specified herein will be allowed only upon written approval (unless otherwise noted). AV Contractor should not assume that acceptance of his bid constitutes approval of a substitution.
- C. The AV Contractor, if requested to do so, shall be prepared to show a "proof of performance test" that the equipment being furnished on the job meets or exceeds the specifications of the equipment listed herein. This proof shall be shown by actual tests and not by printed sales literature. To this end, the AV Contractor shall provide qualified audio or video technicians, and such test equipment as required to perform this function.
- D. All modifications of standard equipment necessary to meet specifications shall be explained fully and must be accompanied by schematic diagrams.

2.03. SYSTEMS

A. VIDEO PRESENTATION SYSTEM

1. DISPLAYS

- a. Sharp LC-80LE661U (MON-1,2,3,4,5) (1)
- b. Or approved equal.

2. INTERFACE COMPONENTS

- a. Extron 60-1496-01 (I/O-100) (1)
- b. Extron 60-1365-12 (I/O-1,2,3,4,5,6,7,8,9,10)(10)
- c. Extron 60-1271-12 (I/O-15,16,17,18,19)(5)

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- d. Extron 60-1271-13
(I/O-21,22,23,24,25,26,27,28,29,30,31,32,33,34,35)(15)
- e. No Substitutions.

3. MEDIA PLAYERS

- a. Brightsign HD222 (MEDIA-01) (1)
- b. Or approved equal.

4. HARDWARE

- a. Chief NE1F4423 (RACK-01) (1)
- b. Chief XSM1U (5)
- c. Extron 60-604-11 (RSB123) (5)
- d. Extron 60-604-21 (RSB126) (4)
- e. Extron 60-604-02 (RSB129) (2)
- f. C2G 03860 (1)
- g. SurgeX SX1120RT (PWR-01,02,03,04,05)(5)
- h. Any additional hardware to complete the installation as documented.
- i. Or approved equal.

5. CABLE

- a. Cables as shown on block diagram and any additional cables necessary to complete the system (including cables for connecting computer sources to the Input plates).
- b. All DTP transmission shall utilized WestPenn 254245F or better, using C2G 35228 connectors or better.
- c. All CATx patch cables shall be factory terminated CAT5 STP or better.
- d. All HDMI patch cables shall be C2G Ultra Flexible HDMI or better.
- e. All Installed cable must be plenum rated.
- f. Or approved equal.

B. SOUND REINFORCEMENT SYSTEM

1. SPEAKERS

- a. QSC AD-S8T-WH (SPK-01,02) (2)
- b. QSC AD-S6T-WH (SPK-03,04) (2)
- c. Or approved equal.

2. AMPLIFIERS

- a. QSC CXD4.2Q (I/O-202) (1)
- b. Or approved equal.

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3. AUDIO PROCESSORS

- a. QSC Q-SYS Core 110f (I/O-201) (1)
- d. Or approved equal.

4. INTERFACE COMPONENTS

- a. D-Link DGS-1210-10P (I/O-203)(1)
- b. Or approved equal.

5. MICROPHONES

- a. Owner Furnished

6. HEARING ASSISTANCE

- a. Owner Furnished

7. CABLE

- a. Cables as shown on block diagram and any additional cables necessary to complete the system.
- b. All mic and line-level audio cable shall be WestPenn 25291 or better.
- c. All speaker level audio cable shall be WestPenn 25225 or better.
- d. All Installed cable must be plenum rated.
- e. Or approved equal.

C. VIDEO RECORDING/BROADCAST SYSTEM

1. CAMERAS

- a. Panasonic AW-UE70 (CAM-01,02,03) (3)
- b. No substitutions

2. CAMERA CONTROLLERS

- a. AW-RP50N (CTRL-20) (1)
- b. No substitutions

3. SWITCHING AND INTERFACE COMPONENTS

- a. Panasonic AW-HS50N (I/O-50) (1)
- b. Blackmagic Design Audio to SDI (I/O-51)(1)
- c. Blackmagic Design SDI to HDMI (I/O-52)(1)
- d. Extron 60-1304-01 (I/O-53) (1)
- e. Extron 60-1331-12 (I/O-20)(1)
- f. Extron 60-1331-13 (I/O-40)(1)
- g. Atlona AT-HD530 (I/O-41)(1)

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h. No substitutions

4. MEDIA PLAYERS AND RECORDERS

- a. Brightsign HD222 (MEDIA-02) (1)
- b. AJA Ki-Pro Mini (REC-01)(1)
- c. Sandisk SDCFXPS-256G-A46 (2)
- d. Or approved equal.

5. MONITORING EQUIPMENT

- a. Planar PXL2270MW (MON-6) (1)
- b. Or approved equal.

6. HARDWARE

- a. AJA KI-MINISTAND (1)
- b. Vaddio 535-2000-206 (3)
- c. Any additional hardware to complete the installation as documented.
- d. Or approved equal.

7. CABLE

- a. Cables as shown on block diagram and any additional cables necessary to complete the system (including cables for connecting computer sources to the Input plates).
- b. All DTP transmission shall utilized WestPenn 254245F or better, using C2G 35228 connectors or better.
- c. All CATx patch cables shall be factory terminated CAT5 STP or better.
- d. All SDI transmission shall utilize WestPenn 25819 or better.
- e. All HDMI patch cables shall be C2G Ultra Flexible HDMI or better.
- f. All Installed cable must be plenum rated.
- g. Or approved equal.

E. CONTROL SYSTEM

1. CONTROL PROCESSORS

- a. Extron 60-1417-01 (CTRL-01)(1)
- b. Extron 60-1414-01 (CTRL-02,03)(2)
- d. Or approved equal.

2. TOUCH PANELS

- a. Extron 60-1341-02 (CTRL-05)(1)
- b. Extron 60-1395-02 (CTRL-06)(1)
- c. Or approved equal.

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3. INTERFACE COMPONENTS

- a. Cisco SG300-28PP (CTRL-10)(1)
- b. Or approved equal.

4. CABLE

- a. Cables as shown on block diagram and any additional cables necessary to complete the system (including patch cables).
- b. All network cabling shall be be West Penn 254246 or better.
- c. All Installed interior cable must be plenum rated.
- d. Or approved equal.

E. NETWORK CABLING

1. HARDWARE

- a. C2G 03860 (1)
- c. Any additional hardware to complete the installation as documented.
- d. Or approved equal.

2. CABLE

- a. Cables as shown on block diagram and any additional cables necessary to complete the system (including patch cables).
- b. All network cabling shall be be West Penn 254246 or better.
- c. All Installed interior cable must be plenum rated.
- d. Or approved equal.

PART 3 - EXECUTION

3.01. INSTALLATION

A. WIRING PRACTICES

- 1. All wiring shall be executed in strict adherence to industry standard practices. Cares shall be exercised in order to avoid damage to the cables and the equipment.
- 2. Cable runs through the conduit system, in the equipment racks, and mixer console assemblies shall be routed in four (4) different groups according to circuit level and function. These groups shall be microphone level circuits (level below -20 dbm), line level circuits (up to +30 dbm), loudspeaker circuits (above +30 dbm), and electrical power circuits. Keep wires of different power levels separated by as much physical distance as possible. Any crossing of different circuit levels must be made at a ninety (90) degree angle to the other circuit level. All cables

shall be neatly arranged with plastic cable ties or in Panduit Wire-mold Raceways

3. The contractor shall observe proper circuit polarity and loudspeaker wiring polarity. Clearly label all cables at connections as to function.
4. All cables and wires will have suitable cross sections to provide safe current carrying capacity and intrinsic strength for the purposes for which they will be used. Do not exceed the bend radius of any cable.
5. All cables, wires and equipment will be firmly held in place. Fastenings and support must be adequate to carry twice the anticipated load, or a safety factor of 100%.
6. All cables shall be continuous lengths without splices. All system wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. Except where noted otherwise in the specifications, NO BARE WIRE TERMINATIONS WILL BE ACCEPTED. Heat-shrink tubing shall be used to insulate the ground or drain wire. Unused wires at the end of a cable shall remain un-stripped and shall be laid back and held in place with wire ties. Any system wiring terminations shall be kept in equipment cabinets or junction boxes adjacent to the equipment racks only. Once again, all wiring runs to remote locations shall be continuous and splice free.
7. All solder connections shall be made with rosin-core solder. Care shall be taken to avoid cold or cracked solder joints. Any solder connections that do not appear to be clean and shiny or which show signs of cracking shall be re-soldered by the AV Contractor before final acceptance of the system.
8. All mechanical connections shall be made with insulated, crimp-on type connectors. The wire shall be bonded to the connector by soldering the wire to the metal part of the connector. The only exception to this shall be for the connections to speaker components.
9. The wire ends that connect to the speaker terminals shall be tinned and shall not be stripped more than 1/2 inch. Connections of the bare wires to the terminals shall then be made in the conventional manner.

B. GROUNDING SCHEME

1. All conduit feeding equipment racks shall be totally insulated from the racks as the equipment racks must be electrically isolated from all conduit, raceways, ventilation ducts, and metallic objects excluding other equipment racks. This may be done with items such as Carlon PV-Duit.
2. The shields of all balanced interconnecting circuits in the audio signal path shall be lifted only at the signal input of each piece of equipment. The shields at the other end of those wires for circuit levels below +30 dbm must be terminated. Microphone circuits between patchbays and splitters shall have shield connected at both ends.

C. GENERAL INSTALLATION PRACTICES

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1. All equipment shall be held firmly in place with proper types of mounting hardware.
2. The Contractor shall assume responsibility for verifying there is adequate ventilation for all enclosed equipment items that produce heat.
3. The installation must appear neat and organized in all areas including but not limited to equipment racks, speaker systems, flat panel displays, etc.
4. The workspace in and around the Audio/Visual equipment shall be free of debris of any kind. Care shall be taken to remove all metal shavings, stripped insulation, etc. from the racks and consoles.
5. Installation of materials and equipment must meet industry standards in all respects with specific attention given to methods employed for wiring, cabling, termination's, cable dressing, cable and wire labeling, documentation, equipment room layout, general appearance, equipment operation and performance. The successful bidder must remove from the premises all packing, crates and other litter associated with the installation.
6. Any unused spaces in the racks shall be filled with blank panels.

D. SPEAKER, DISPLAY, & CAMERA INSTALLATION

1. The speakers and displays shall be installed via a rated and approved medium. All hardware and parts used shall have a working load rating of at least four (4) times the weight of any unit that it is supporting.
2. All components shall have safety cables attached for additional security as needed.

3.02. LABELING

- A. All nomenclature on labels, plates, and designation strips shall be done in capital letters-typically in 1/8" white block letters.
- B. Clearly and permanently label all jacks, microphone receptacles, and equipment controls.
- C. All rack-mounted equipment shall be labeled on front and rear as outlined in 1, 2, and 3 above. Labels shall be of a uniform size and layout for each type of equipment as follows:
 1. Line 1: Generic name of device such as "POWER AMPLIFIER"
 2. Line 2: Designation of device such as "I/O-201"
 3. Line 3: Control area of device such as "Zone 1"
- D. All wiring shall be permanently labeled at both ends with corresponding numbering or lettering noted on the "as built" drawings.

3.03. SYSTEM TESTING

- A. Subsequent to the date of final system testing, the contractor shall perform and document the following measurements. Copies of these test reports shall be available for review by the Designer and Owner 7 days before the date of final system testing. Coordinate with

Designer and Owner scheduling of final tests and adjustments. Provide two technicians familiar with the system during final testing.

1. Measure and record the AC impedance of each speaker line at 500, 1,000, and 4,000 Hz before connecting it to its respective amplifier. The load impedance shall be greater than or equal to the amplifier's rated impedance at the intended operating frequency. Record results.
 2. Measure the output of each amplifier with an oscilloscope using a sine-wave oscillator having less than 0.5% THD as an input. The signal level shall be adjusted to produce 10 dB less than the intended maximum SPL of each driver. This measurement shall be done with speakers connected using a frequency that the amplifier will be called upon to reproduce. Inspect the output sine-wave appearing on the oscilloscope for complete freedom from hum, noise, parasitic oscillations, and RF interference. Record results.
 3. Verify that the video presentation system will support 1080P 60hz encrypted HDMI signals on all inputs and outputs.
 4. Verify stable transmission of HD-SDI signals to between all sources and destinations in the video recording/broadcast system.
 5. Verify fast and accurate routing changes of video and audio signals.
 6. Demonstrate the intuitive and reliable control of equipment as specified in the system diagrams and notes.
- B. Prior to the date of the final system testing, the contractor shall perform the following:
1. Burn in and test all electronics to insure proper operation and stability.
 2. Check all audio jacks, video jacks, inputs and outputs on all equipment for proper installation and operation.
 3. Verify all phases of system installation for accuracy and stability.

3.04. SYSTEM TRAINING

The Contractor shall provide a minimum of one training session, two hours in length, with the Owners' representatives. The topics shall include, but not necessarily be limited to system operation using both the control system, as well as manual controls, and basic troubleshooting.

3.05. ACCEPTANCE OF SYSTEM

- A. Delivery of all contracted equipment
- B. Completion of the AudioVisual System as specified
- C. Final check of the system by Owner & Designer
- D. Delivery of all specified documentation
- E. Completion of training period for facility technical crew.

Audio Visual Project Bartlett City Hall Chambers
Sealed Bid #: FY2016-07-007
Due Date: August 18, 2016

BID SUBMITTAL FORM

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

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

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

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

BID PRICING SHEET

Item No.	Description	Quantity	Unit	Item Cost	Total Amount
1	Audio Visual System for the Bartlett City Hall Chamber installed as per the Specifications and as shown on the Plans	1	LS		
Total Lump Sum Bid					

Total Lump Sum Bid in Words:

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 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.

BB-1

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 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.

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

NOTICE OF AWARD

To:

PROJECT Description: FY2016-07-007 Audio Visual Project Bartlett City Hall Chambers

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 McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 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:

FY2016-07-007 Audio Visual Project Bartlett City Hall Chambers

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.

PPB-1

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 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:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

PPB-2

Audio Visual Project Bartlett City Hall Chambers
Sealed Bid #: FY2016-07-007
Due Date: August 18, 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.

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

NOTICE TO PROCEED

TO:

PROJECT: FY2016-07-007 Audio Visual Project Bartlett City Hall Chambers

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 60 (sixty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

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: _____

NP-1

Attachment: FY2016-07-007 AUDIO VISUAL PROJECT BARTLETT CITY HALL CHAMBERS bid (1908 : Bid for Bartlett City Hall Audio Visual

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 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 FY2016-07-007 Bartlett City Hall Chambers Audio Visual Project
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 sixty (60) 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

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

(M) SPECIFICATIONS included in this document under Special Conditions

(N) DRAWINGS prepared by Memphis Audio, numbered T1.1, T1.2, AV1.1, AV1.2, AV1.3, AV1.4, and dated April 28, 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.

Audio Visual Project Bartlett City Hall Chambers
 Sealed Bid #: FY2016-07-007
 Due Date: August 18, 2016

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____



September 6, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
 City of Bartlett Engineering
 6382 Stage Road
 Bartlett, TN 38134

RE: FY 2016-07-007 -Bartlett City Hall Audio Visual Equipment and Installation

Dear **Mr. Towles**,

Three Audio Visual contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on August 18, 2016 beginning at 2 pm. One bidder, South Central, was disqualified for not including a bid bond and license in the bid package. The apparent successful low bidder is Audio Communications Consultants, Inc. I have reviewed this bid and detailed breakdown and discussed same with their Owner and they are anxious to get started as soon as possible. I find that their bid is in order and, therefore, I recommend that Audio Communications Consultants, Inc be awarded a construction contract in the amount of \$119,337.00 for **Bartlett City Hall Audio Visual Equipment and Installation - FY 2016-07-007**.

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

Thank you.

Sincerely,

Ross Witt, PLLC

Deb Ross, IIDA
 Principal Interior Designer

Attachment: Bartlett City Hall AV Bid Recommendation (1908 : Bid for Bartlett City Hall Audio Visual Equipment and Installation)



September 13, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: **Bartlett City Hall Renovations**
RWAID No 14-108

Dear **Mr. Towles,**

Per your request, **Ross Witt, PLLC** proposes to provide all additional Construction Administration services for the referenced project for \$1,865.00.

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

Thanks again and we look forward to hearing from you soon.

Sincerely,

Ross Witt, PLLC

Deb Ross
Principal Interior Designer

Approved by: _____, _____
Signature and title date

Attachment: Bart City Hall C A--RossWitt (1908 : Bid for Bartlett City Hall Audio Visual Equipment and Installation)

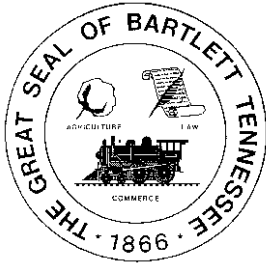
BID RESPONSE SHEET

**FY2016-07-007 BARTLETT CITY HALL AUDIO VISUAL
EQUIPMENT AND INSTALLATION**

DUE 08/18/2016 AT 2:00 P.M.

COMPANY/BIDDER	BASE BID	NOTES
AUDIO COMMUNICATIONS CONSULTANTS, INC.	\$119,337.00	
MEMPHIS AUDIO, INC.	\$136,197.49	
SOUTH CENTRAL A/V	\$98,145.75	BID WAS REJECTED--DID NOT PROVIDE CONTRACTOR'S LICENSE NUMBER OR BID BOND

Attachment: BID RESPONSE SHEET SCANNED (1908 : Bid for Bartlett City Hall Audio Visual Equipment and Installation)



**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING & UTILITIES**

DATE: September 8, 2016

MEMO TO: Consultant Contract Review Committee—Alderman David Parsons,
Alderman Jack Young, Mr. Dick Phebus, Mr. Rick McClanahan

FROM: Wade Towles, P.E.

RE: FY 2016-007-007 Bartlett City Hall Audio Visual Equipment and Installation –
bid contract award to Audio Communications Consultants, Inc.

The FY2016-07-007 Bartlett City Hall Audio Visual Equipment and Installation was advertised in the Daily News on July 29, 2016 and was also posted on the City of Bartlett web site. The contractors that picked up Bid Documents are as follows:

Audio Communications Consultants, Inc.
Memphis Audio, Inc.

On August 18, 2016 we received three (3) bids for the construction of the **FY 2016-07-007 Bartlett City Hall Audio Visual Equipment and Installation**. The apparent low bidder, Audio Communications Consultants, Inc., submitted a Total Base Bid of **\$119,337.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. Based on our review Audio Communications Consultants, Inc. has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Audio Communications Consultants, Inc. in the base bid amount of **\$119,337.00** plus an additional amount of **\$10,000.00** for items that may need to be added during construction for a total not to exceed **\$129,337.00**. Audio Communications Consultants, Inc. has not performed work for the City of Bartlett on other projects but the references did check out with favorable work experience on other projects.

The bid submitted by South Central A/V was rejected because it did not include the contractor's license number of the envelope and they did not submit a bid bond, as required. South Central A/V did not get the bid documents from the City of Bartlett Engineering Department was not shown on the bidders lists

Funding is available in **Account 311.48311.780.1016**.

Attachment: memo1959wt--consult. review--Bartlett City Hall Audio Visual Equipment and Installation (1908 : Bid for Bartlett City Hall Audio

The bids received are as follows:

Bidder	Total Base Bid
Audio Communications Consultants, Inc.	\$119,337.00
Memphis Audio, Inc.	\$136,197.49
South Central AIV	\$98,145.75

Ross Witt, PLLC has submitted a fee of **\$1,865.00** for the Construction Management of this project. Please award this construction management to the firm of Ross Witt, PLLC. Funding is available in **Account 311.48311.780.1016**.

Total funding for the project will be **\$131,202.00**.

If this is acceptable, please let me know, as soon as possible as I would like to get this on the September 27, 2016 agenda.

This project consists of the necessary audio visual equipment as designed to go in the Bartlett City Hall Chamber interior remodeling project. This project will have to be coordinated with each other to facilitate the installation of this equipment as the interior remodeling project is under construction.

BID RESPONSE SHEET

**FY2016-07-007 BARTLETT CITY HALL AUDIO VISUAL
EQUIPMENT AND INSTALLATION**

DUE 08/18/2016 AT 2:00 P.M.

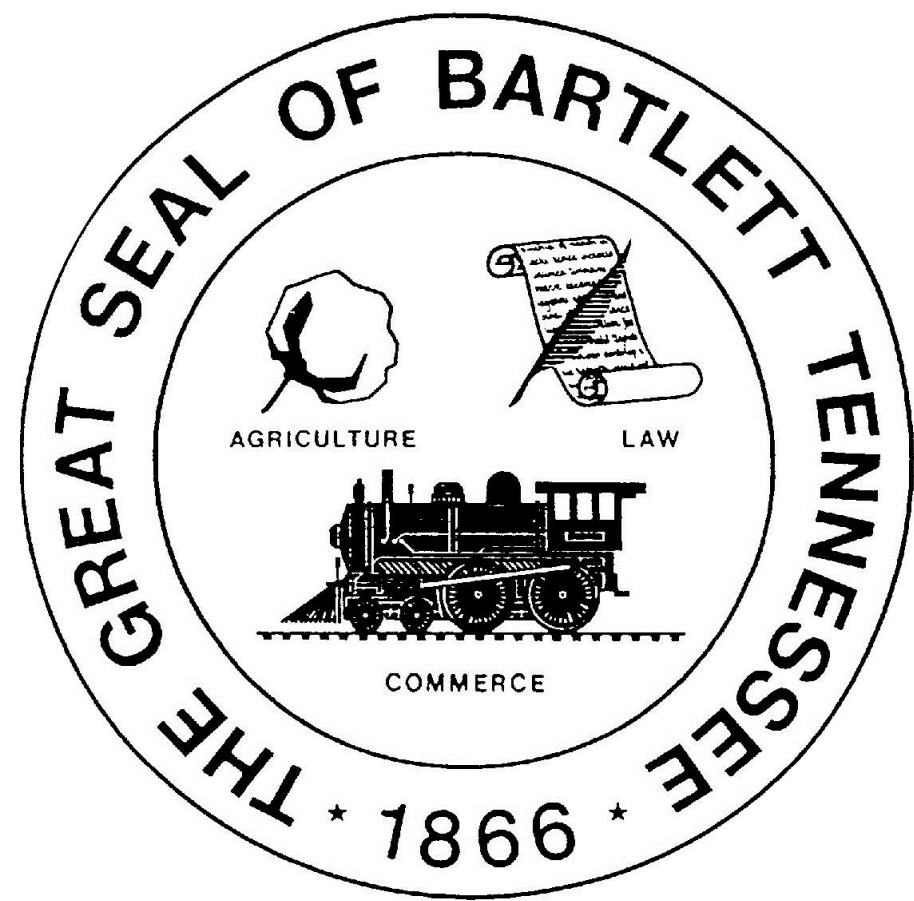
COMPANY/BIDDER	BASE BID	NOTES
AUDIO COMMUNICATIONS CONSULTANTS, INC.	\$119,337.00	
MEMPHIS AUDIO, INC.	\$136,197.49	
SOUTH CENTRAL AIV	\$98,145.75	BID WAS REJECTED--DID NOT PROVIDE CONTRACTOR'S LICENSE NUMBER OR BID BOND

City of Bartlett
City Hall

Interior
Renovations
AUDIO VISUAL
PACKAGE

6400 Stage Rd.
Bartlett, TN
38134

PROJECT DESCRIPTION INTERIOR RENOVATIONS TO BARTLETT CITY HALL.



- Mayor - A. Keith McDonald
- Alderman, Position 1 - W.C. (Bubba) Pleasant
Alderman, Position 2 - Emily Elliot
Alderman, Position 3 - David Parsons
Alderman, Position 4 - Bobby Simmons
Alderman, Position 5 - Jack Young
Alderman, Position 6 - Paula Sedgwick

LIST of DRAWINGS

- C Cover
- Council Chambers Audio Visual Package
- T1.1 J-Box Schedule, Notes, First Floor AV J-Boxes and Conduit
T1.2 First Floor (Ceiling) AV J-Boxes and Conduit
- AV1.1 AV Equipment Layout Plan View
AV1.2 AV Equipment Mounting Details
AV1.3 AV System Block Diagrams
AV1.4 Control System and General System Programing Notes

APPLICABLE CODES

- Local Codes - City of Bartlett
- 2009 International Building Code
2009 International Fire Code
2009 International Mechanical Code
2009 International Fuel Gas Code
2009 International Fuel Gas and Mechanical Code
2009 International Plumbing Code
2009 International Energy Conservation Code
2002 North Carolina State Handicap Code with 2004 Amendments
2008 National Electric Code
(All Local Amendments)

ROSS WITT
ARCHITECTURE
INTERIOR DESIGN

6500 STAGE ROAD, SUITE 3
BARTLETT, TENNESSEE 38134
OFFICE (901) 231-9488
WEB: WWW.ROSSWITT.COM

commission number 15-140

dated: July 26, 2016

revised:

project title
City of Bartlett
City Hall

INTERIOR
RENOVATIONS

6400
Stage Rd.
Bartlett, TN
38134

project scales

July 26, 2016

COPYRIGHT
ROSS WITT PLLC
ARCHITECTURE
INTERIOR DESIGN
2016
THESE DOCUMENTS are PROPRIETARY
to ROSS WITT, PLLC and may not be
USED, COPIED, nor DUPLICATED
without PRIOR WRITTEN CONSENT

sheet title
Cover

sheet number
C

TECHNICAL SYSTEM J-BOX SCHEDULE

BOX	SIZE	LOCATION - MOUNTING STYLE
JB1	24"x24"x6"	AV CLOSET - IN/ON WALL @ 12" AFF
JB2	12"x12"x4"	AV CLOSET - IN/ON WALL @ 12" AFF
WP11	6"x6"x4"	AV CONTROL DESK - IN/ON WALL UNDER COUNTER
JB15	6"x6"x4"	COUNCIL CHAMBER - ABOVE DROP TILE CEILING
JB16	12"x12"x4"	COUNCIL CHAMBER - ABOVE DROP TILE CEILING
WP17	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP18	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP19	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP20	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
JB23	6"x6"x4"	COUNCIL CHAMBER - ABOVE DROP TILE CEILING
WP24	1-GANG	ROTUNDA - FLUSH IN WALL @ 36" ABOVE DOOR FRAME
WP25	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP26	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP27	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
WP28	1-GANG	COUNCIL CHAMBER - FLUSH IN SOFFIT @ 25" FROM BOTTOM OF SOFFIT
JB29	12"x12"x4"	COUNCIL CHAMBER - ABOVE DROP TILE CEILING
JB30	6"x6"x4"	COUNCIL CHAMBER - ABOVE DROP TILE CEILING

A/V/L SYSTEMS – J-BOX SCHEDULE

NOTES:

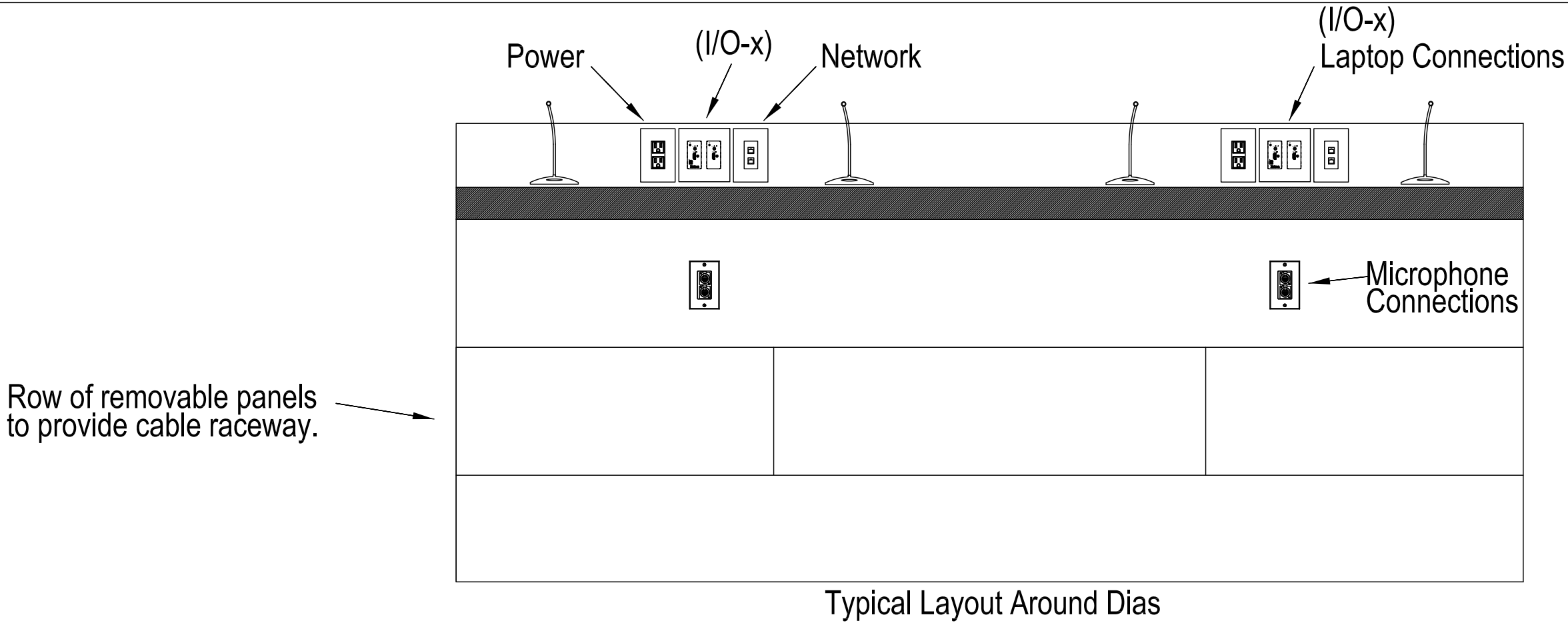
(‘CONTRACTOR’ REFERS TO ELECTRICAL CONTRACTOR. ‘A/V’ REFERS TO TECHNICAL SYSTEM CONTRACTOR)

- ELECTRICAL CONTRACTOR TO FURNISH & INSTALL ALL TECHNICAL SYSTEM BOXES AND CONDUIT IN THIS SCHEDULE AND T-SHEET DRAWINGS
- ELECTRICAL SERVICE INDICATED ON T-SHEETS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. FOLLOW ALL NEC GUIDELINES. USE 10 A.W.G. WIRE MINIMUM TO MINIMIZE VOLTAGE LOSS.
- CONTRACTOR WILL BLOW-OUT, SEAL, AND LEAVE A PULL-CORD IN ALL TECHNICAL SYSTEM, NON-AC CONDUITS
- CONTRACTOR WILL PROVIDE AN ACCESSIBLE PULL-BOX WHERE THERE IS A CONDUIT RUN THAT HAS THE EQUIVALENT OF (4) 90 DEGREE BENDS OR A RUN OF MORE THAN 100', WHERE POSSIBLE
- LABEL ALL JUNCTION BOXES, WALL BOXES, AND CONDUIT STUBS AT BOTH ENDS WITH THE DESIGNATIONS FROM THIS DRAWING.
- CONDUIT RUNS ARE INDICATED WITH LINES BETWEEN BOXES AND ARROWS FROM BOXES. ALL AV CONDUIT SIZE IS NOTED
- USE OF "FLEX" CONDUIT FOR A/V CONDUITS NOT PERMITTED UNLESS SPECIFICALLY AND INDIVIDUALLY APPROVED BY A/V.
- VERIFY ALL TECHNICAL SYSTEM BOX AND POWER LOCATIONS WITH A/V CONTRACTOR.

SHEET SCHEDULE:

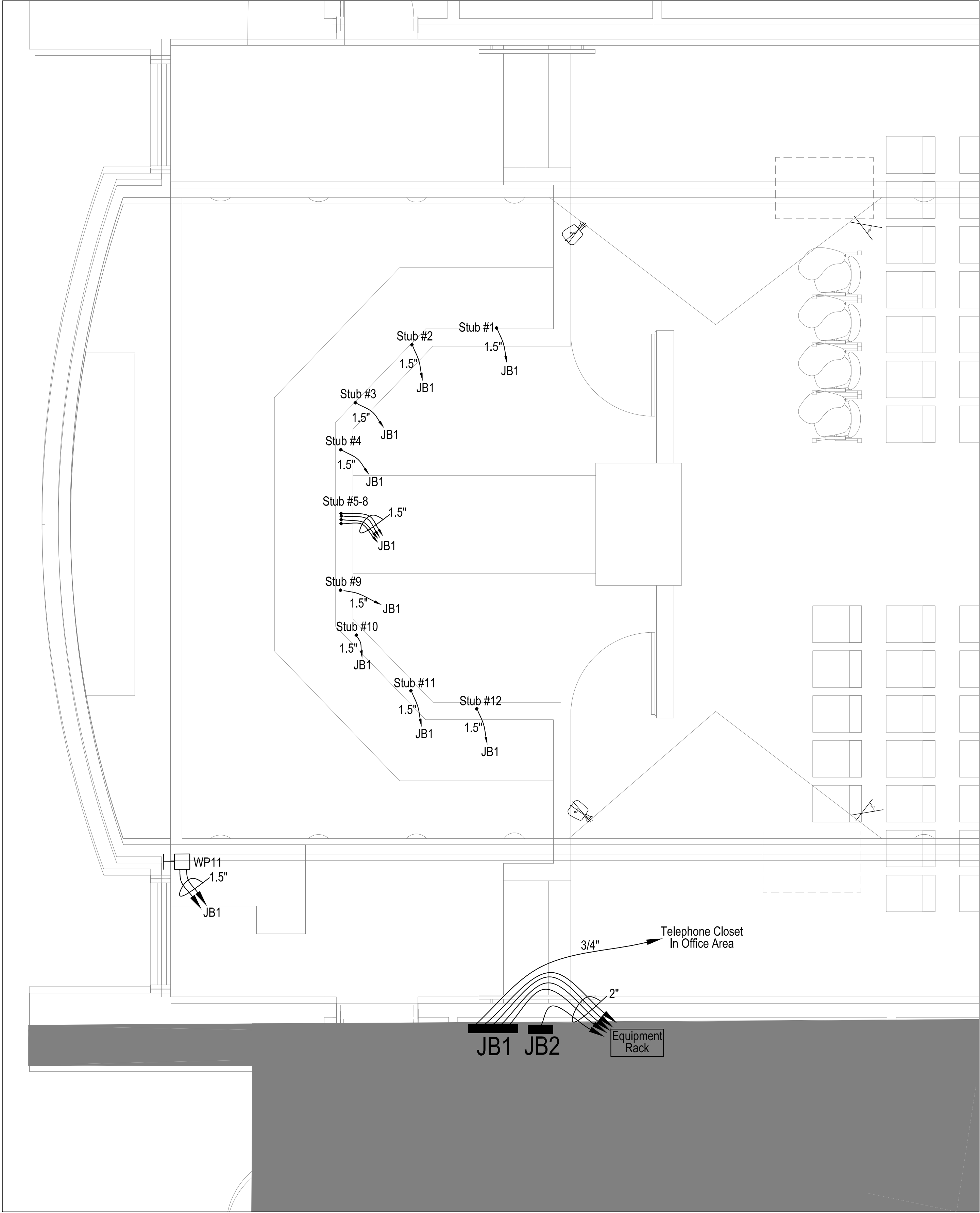
- T1.1 JBOX SCHEDULE, NOTES, FIRST FLOOR AV J-BOXES & CONDUIT
- T1.2 FIRST FLOOR (CEILING) AV J-BOXES & CONDUIT

A/V/L SYSTEMS – NOTES



C DIAS SECTION VIEW

T1.1 SCALE: 1" = 1'0"



D FIRST FLOOR CONDUIT INFRASTRUCTURE LAYOUT

T1.1 SCALE: 3/8" = 1'0"

ROSS
WITT
PLLC

ARCHITECTURE
INTERIOR DESIGN

6500 STAGE ROAD, SUITE
3 BARTLETT, TENNESSEE
38134
OFFICE :
(901) 231-9488
WEB :
WWW.ROSSWITT.COM

commission number 15-140

dated: April 28, 2016

revised:

created by: , , ,

reviewed by:

project title
City of Bartlett
City Hall

INTERIOR
RENOVATIONS

6400
Stage Rd.
Bartlett, TN
38134

project scales

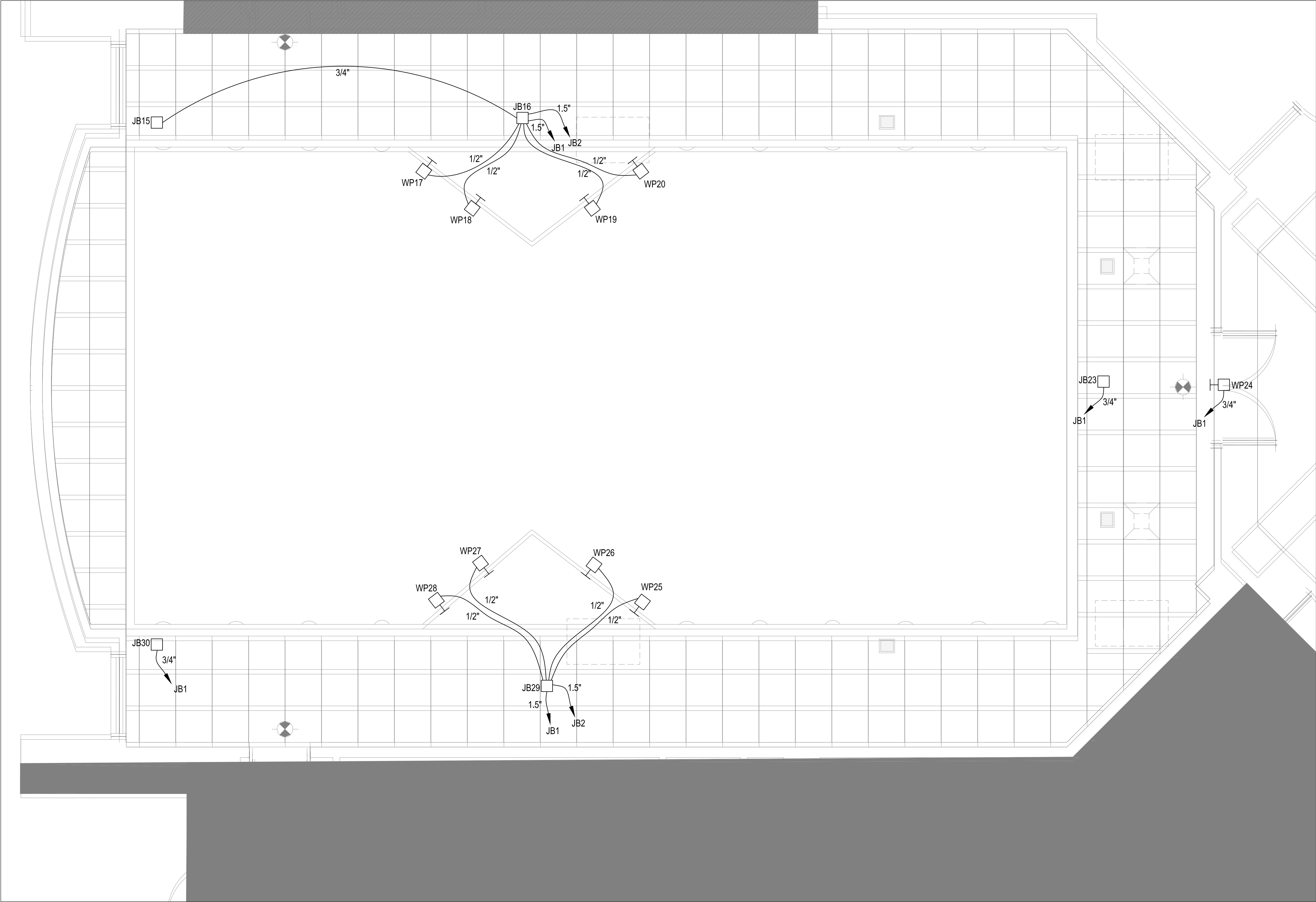
Memphis
Audio

2117 Hillshire Cir.
Memphis, Tennessee 38133
(901) 761-3880
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sheet title
JBOX SCHEDULE, NOTES,
FIRST FLOOR AV J-BOXES & CONDUIT

sheet number
T1.1



A CEILING CONDUIT INFRASTRUCTURE LAYOUT
T1.2 SCALE: 3/8" = 1'0"

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6500 STAGE ROAD, SUITE
3 BARTLETT, TENNESSEE
38134
OFFICE:
(901) 231-9488
WEB:
WWW.ROSSWITT.COM

commission number15-140

dated: April 28, 2016

revised:

created by: , ,

reviewed by:

project title
City of Bartlett
City Hall

INTERIOR
RENOVATIONS

6400
Stage Rd.
Bartlett, TN
38134

project scales

Memphis
Audio

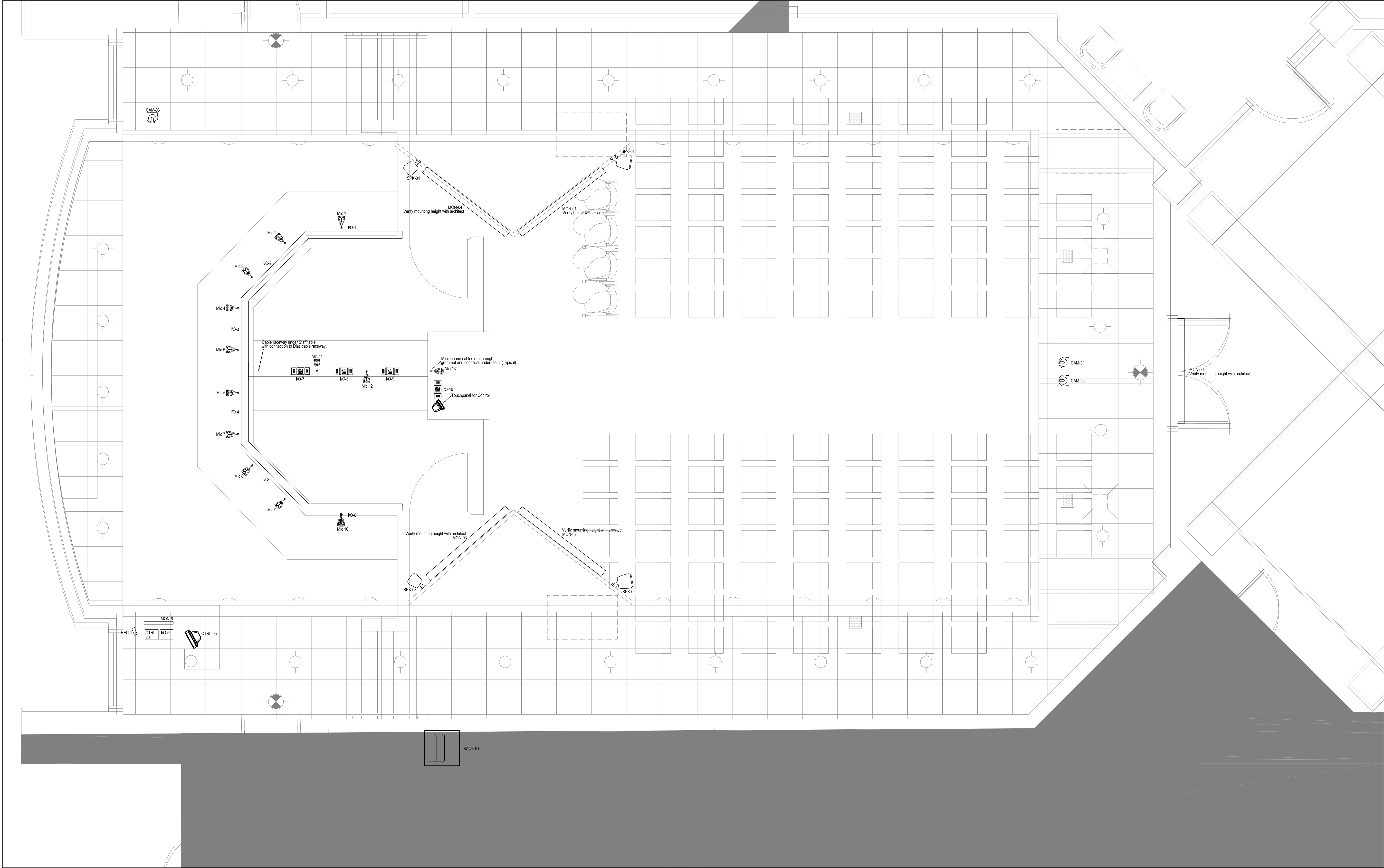
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FIRST FLOOR (CEILING)
AV J-BOXES & CONDUIT

sheet number
T1.2



AV EQUIPMENT LAYOUT — PLAN VIEW
AV1.1 SCALE: 3/8" = 1'0"

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commission number 15-140

dated: JULY 6, 2016

revised:

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City of Bartlett
City Hall

INTERIOR
RENOVATIONS

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Bartlett, TN
38134

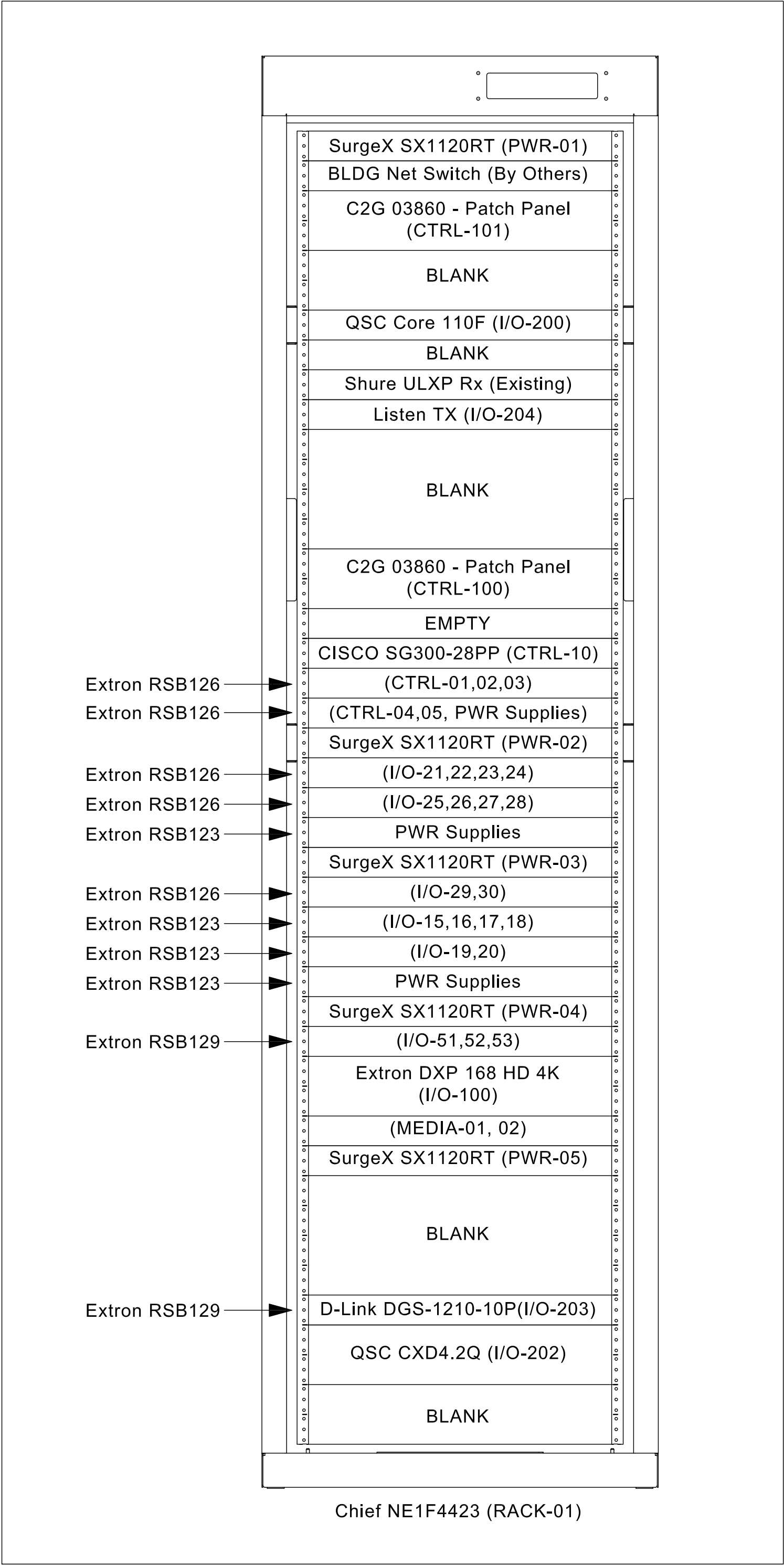
project scales

Memphis Audio
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Memphis, Tennessee 38133
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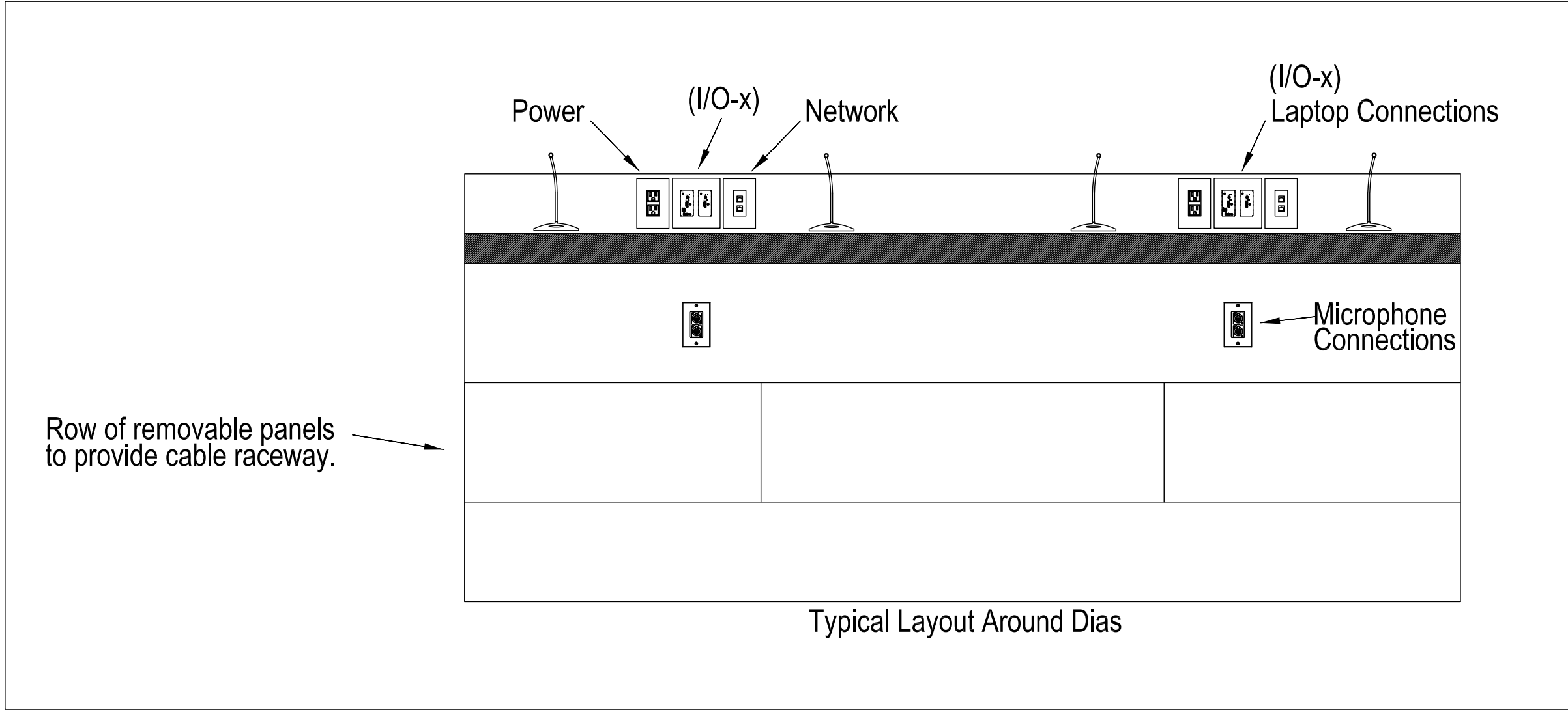
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sheet title
AV EQUIPMENT LAYOUT
PLAN VIEW

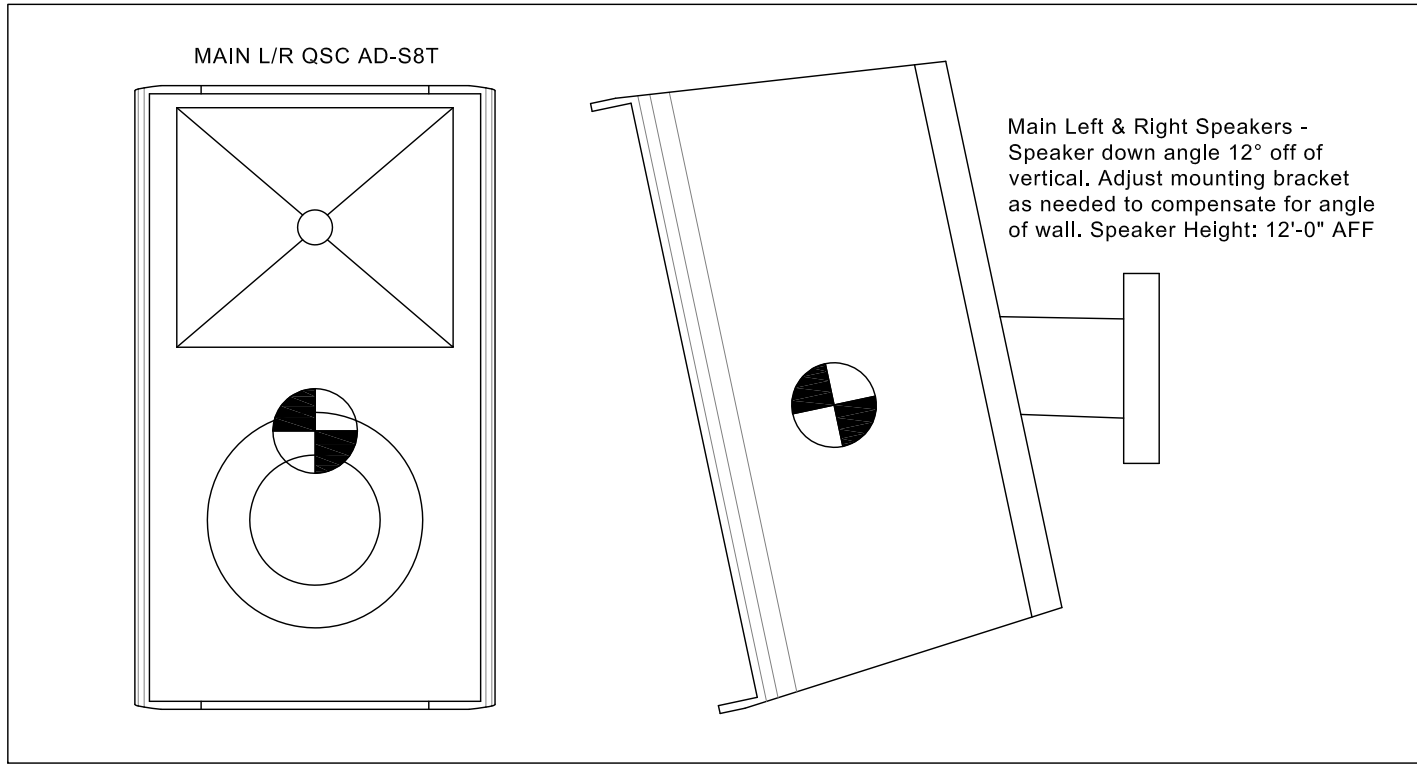
sheet number
AV1.1



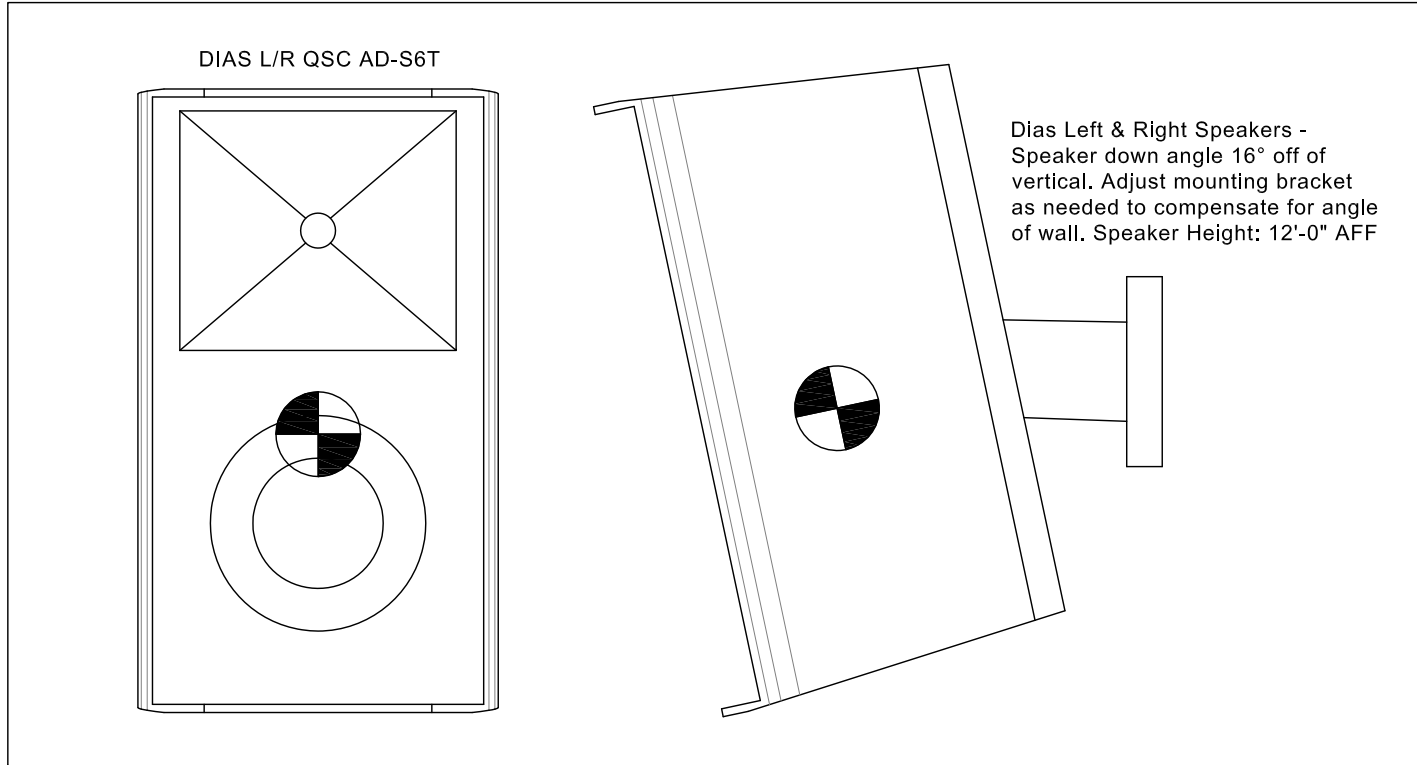
A AV EQUIPMENT RACK LAYOUT



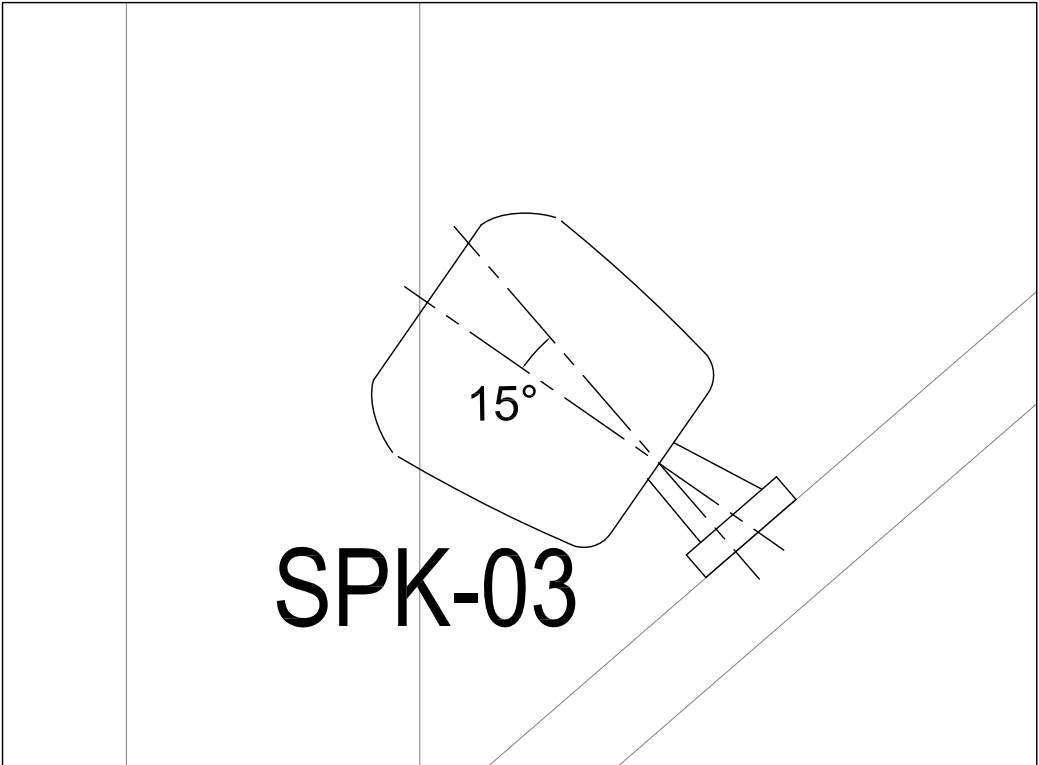
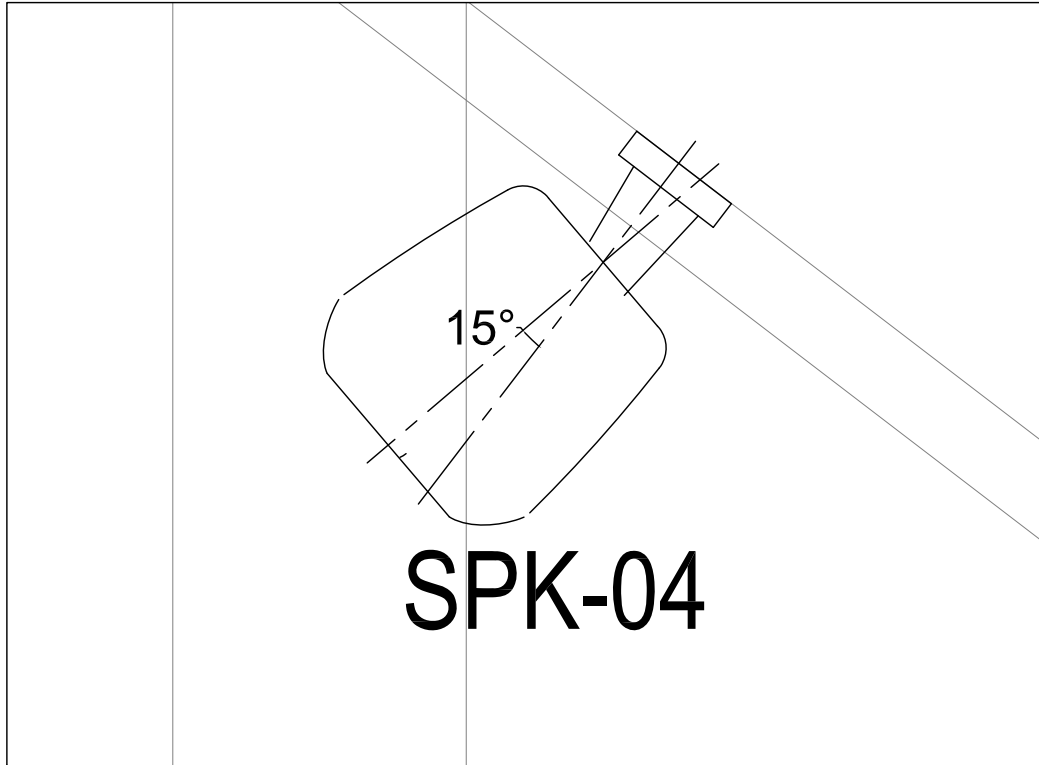
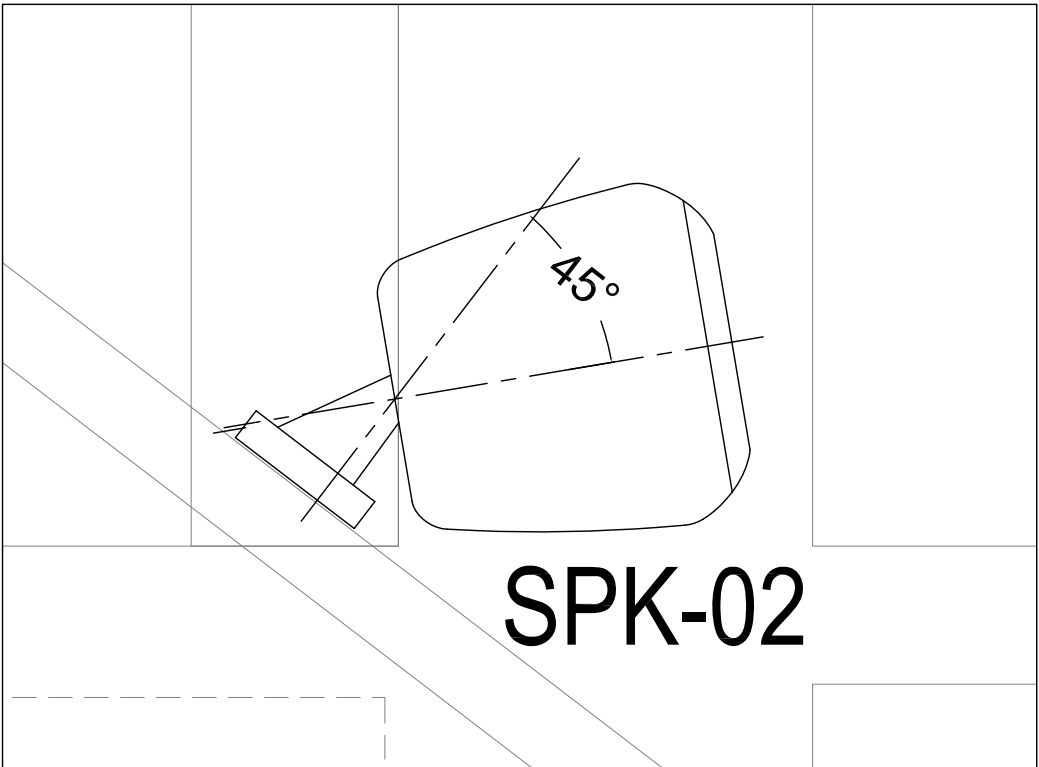
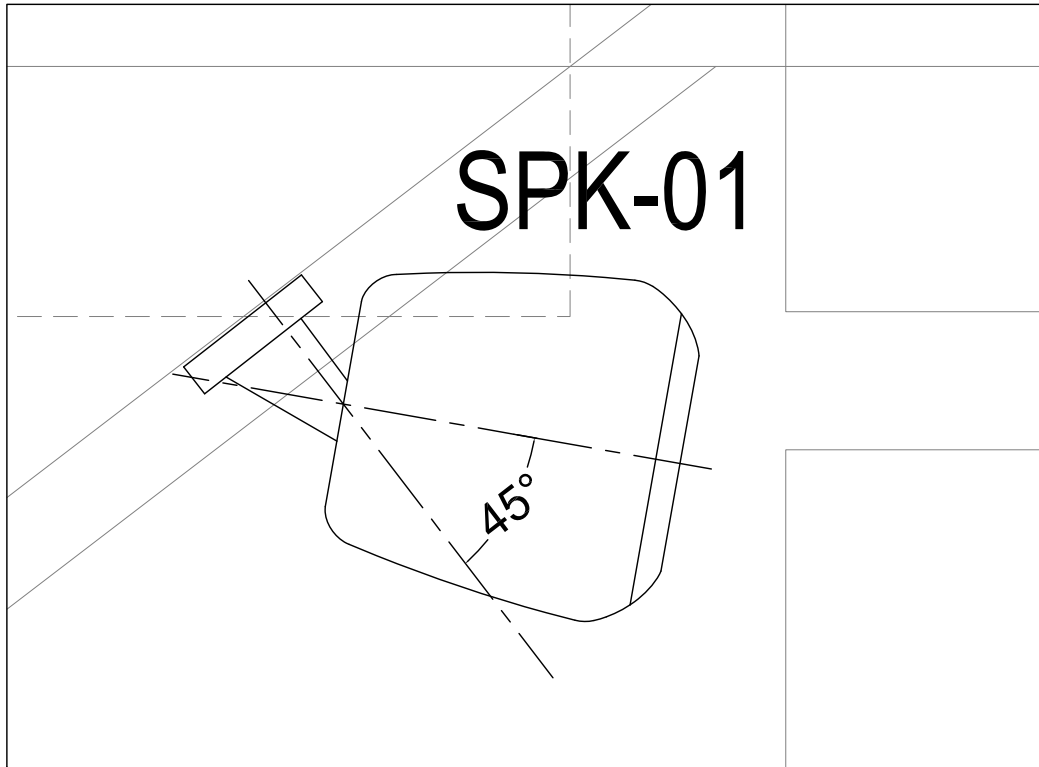
B DIAS SECTION VIEW



C MAIN SPEAKER AIMING DETAILS



D DIAS SPEAKER AIMING DETAILS



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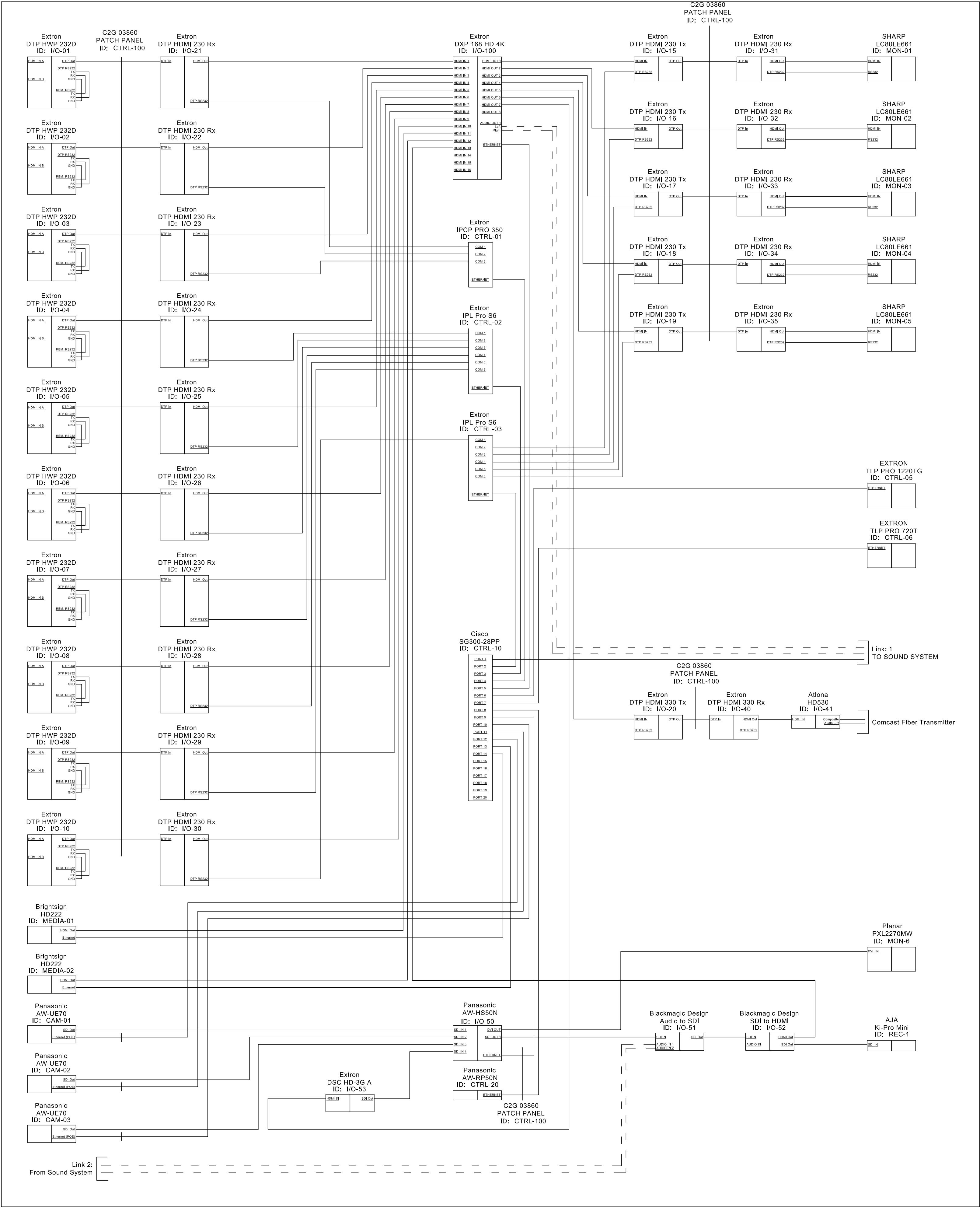
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AV EQUIPMENT MOUNTING DETAILS

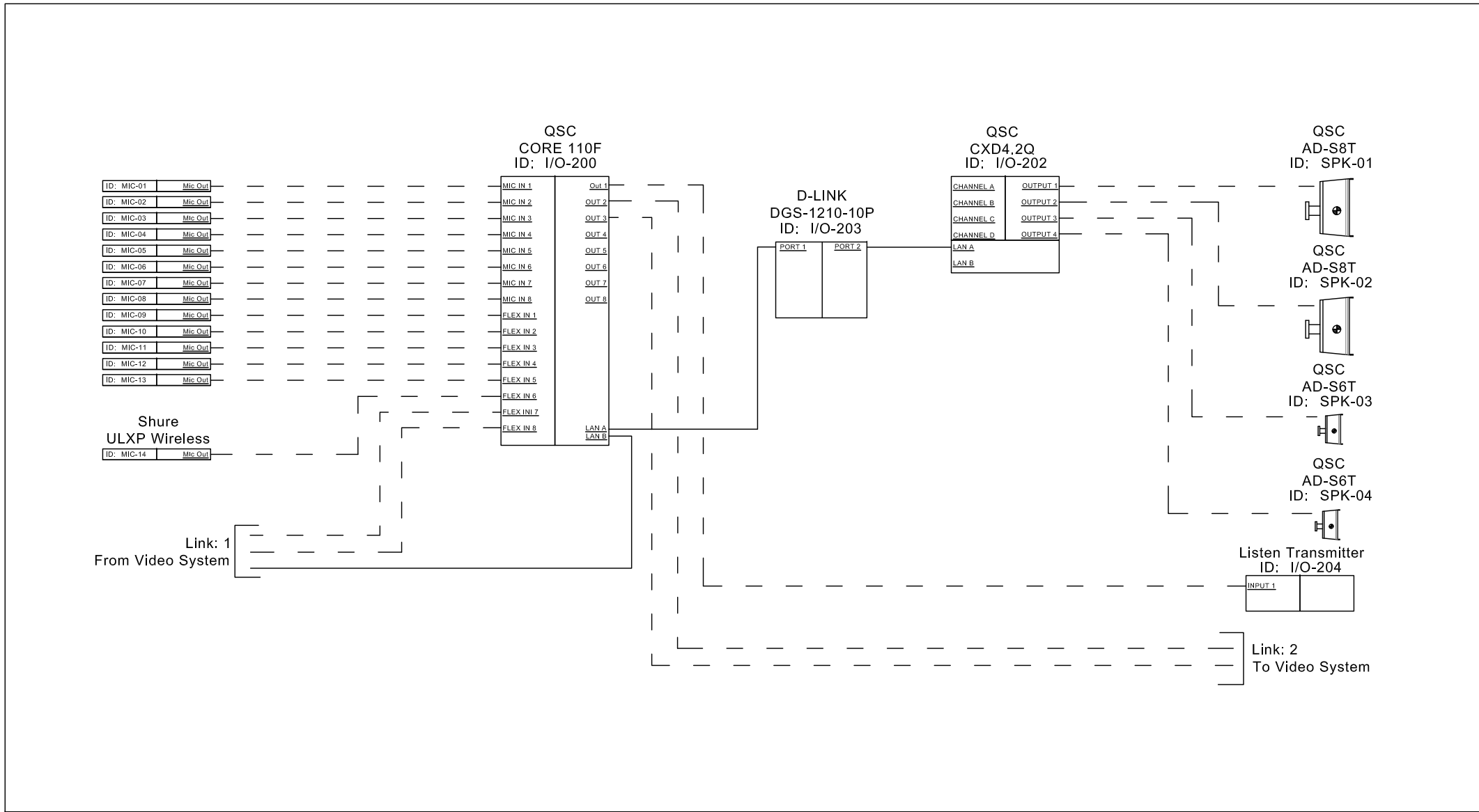
sheet number

AV1.2



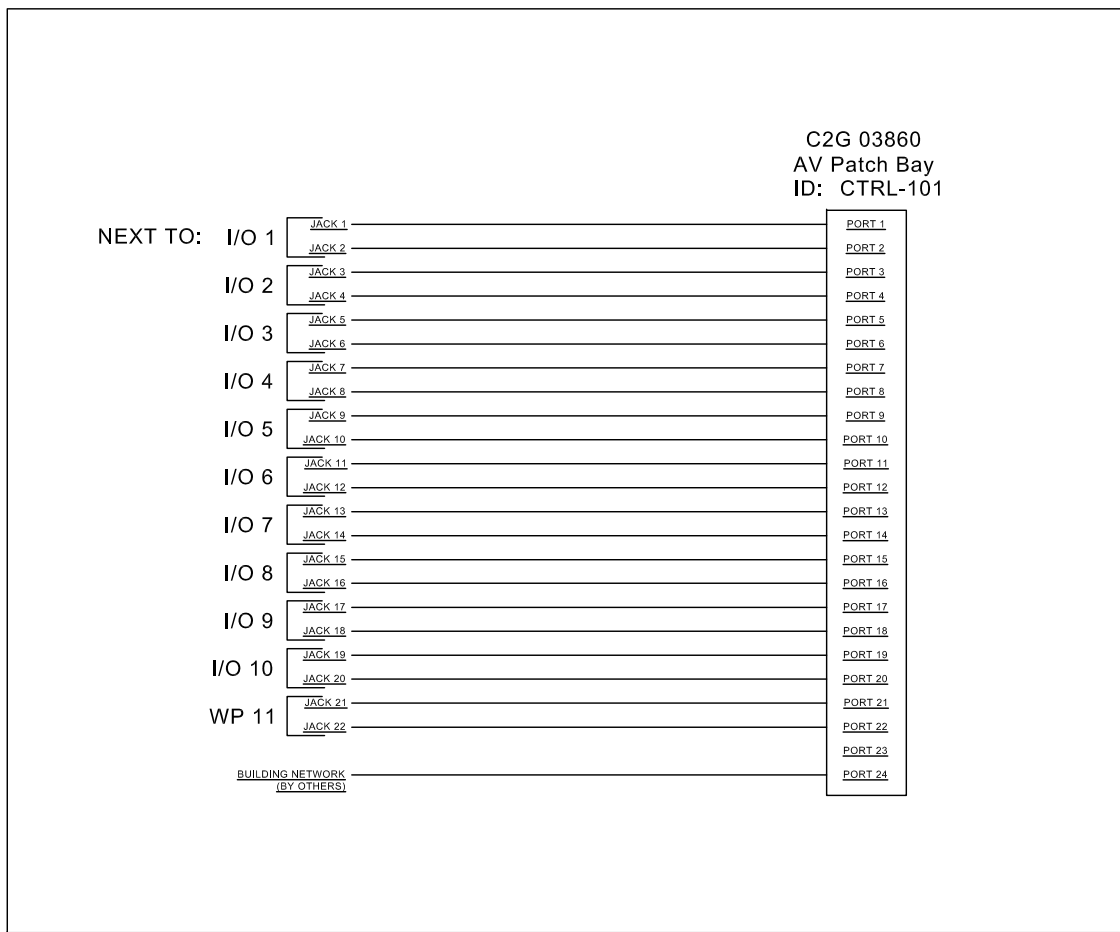
A VIDEO SYSTEM(S) BLOCK DIAGRAM

AV1.3



B SOUND SYSTEM BLOCK DIAGRAM

AV1.3



C NETWORK WIRING BLOCK DIAGRAM

AV1.3



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project scales



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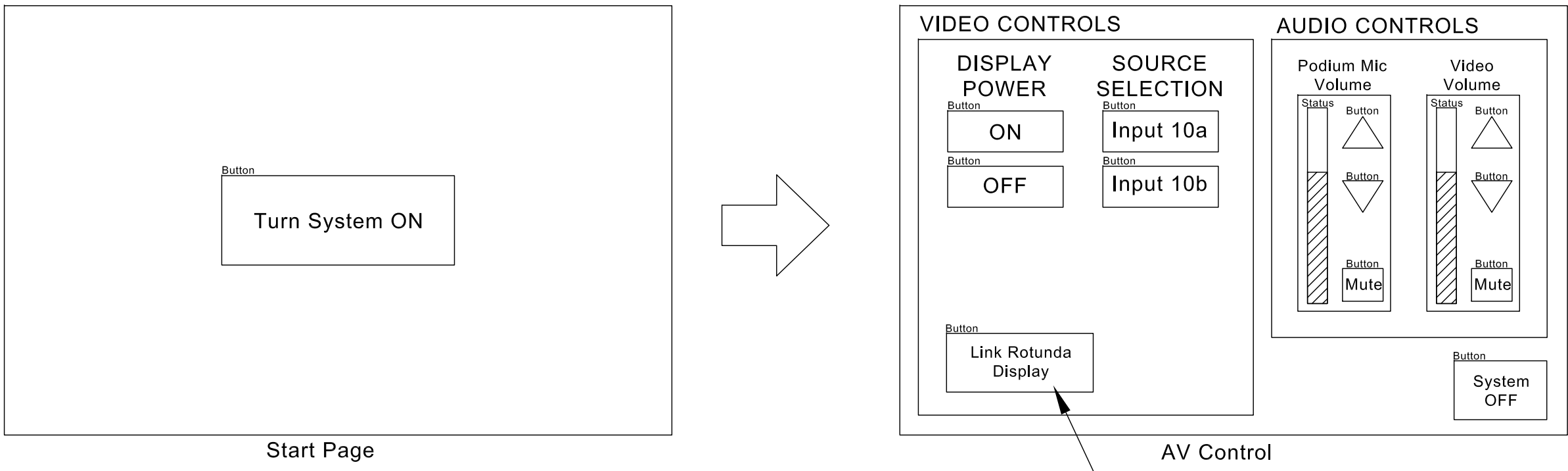
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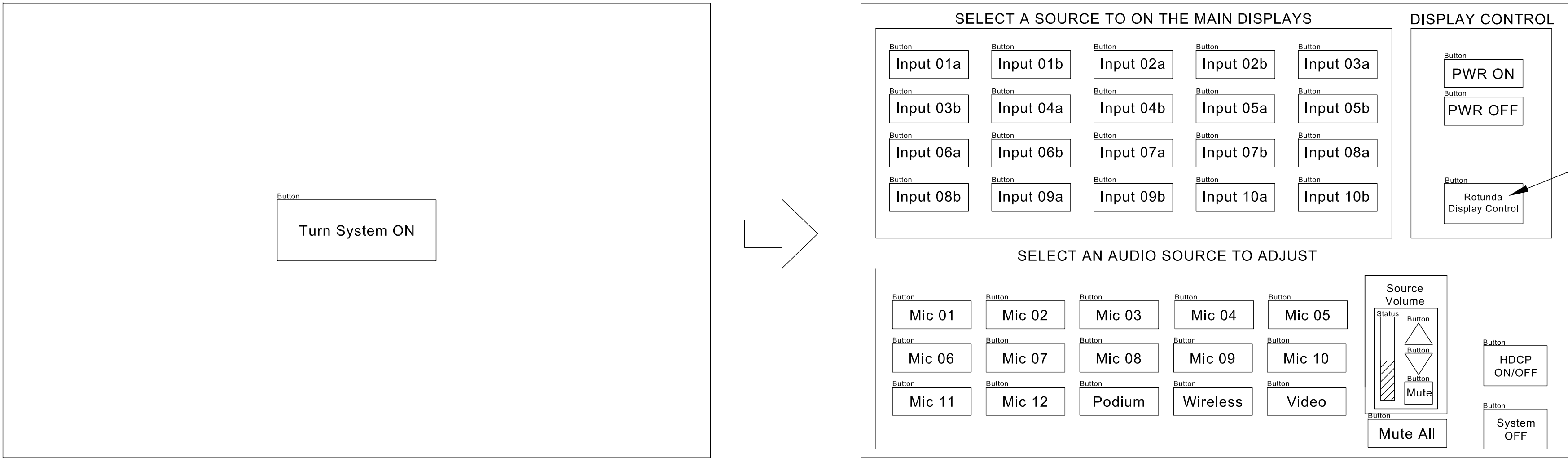
sheet title
AV SYSTEM BLOCK DIAGRAMS

sheet number

AV1.3



A Podium Touch Panel (CTRL-06) (Conceptual) Sends signal being displayed on the 4 displays in the chamber to the Rotunda Display.



Shows Pop-up with the following options:
1. Link to Main input (mirrors chamber displays)
2. Broadcast Source (shows output of recording/broadcast system w/ audio)
3. Media Player 1 feed
4. Display Power on/off

Control System & General AV Equipment Programming Notes:

1. User Interface designs must be approved by AV consultant and owner prior to programming.
2. To allow recording/broadcast of the HDMI inputs, HDCP shall be disabled by default. A button to enable/disable HDCP on all HDMI inputs shall be provided on the primary touch panel.
3. Each HDMI input (I/O-1..10) shall be divided into two inputs in the programming. For example, I/O 10 shall have two inputs labeled on the input plate and on the control system touch panel: Input 10a, input 10b. The control system shall manually select between the a/b inputs via the RS232 connection.
4. Rotunda display shall operate on a schedule specified by owner. When the chamber systems are powered down, the Rotunda display shall switch back to the Media Player 1 source.
5. Microphones shall be routed through a gain sharing auto-mixer in the audio DSP.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Stefanie McGee

Department Head: Rick McClanahan

AGENDA ITEM

Proposal for land survey for Old Brownsville Road sewer improvements.



September 20, 2016

Mr. Rick McClanahan, P.E.
 City Engineer
 6382 Stage Road
 Bartlett, Tennessee 38134

**RE: PROFESSIONAL SERVICE AGREEMENT
 SURVEYING SERVICES FOR OLD BROWNSVILLE ROAD SEWER IMPROVEMENTS
 BARTLETT, TENNESSEE**

Dear Mr. McClanahan:

We appreciate this opportunity to provide professional land surveying services to the City of Bartlett for certain sanitary sewer realignments and extensions required for the future planned Old Brownsville Road improvements. As discussed with you earlier, the City desires Fisher & Arnold, Inc. to provide a 3-point survey baseline along proposed sanitary sewer alignments located roughly along Old Brownsville Road from Billy Maher Road west to Austin Peay Highway and several laterals north of Old Brownsville Road and east of Covington Pike. The total distance of these proposed alignments is approximately 5,530 LF. The City also has requested that all property lines and ownership be established for those properties impacted by the proposed sewer extension(s) as well as the location of existing septic tanks, field lines and other physical features along these proposed routings that will assist the City in their sewer design. And finally, the City has requested that we provide all necessary sanitary sewer easement plats and descriptions for these extensions.

The different phases or components of our services for this project have been delineated so that we both understand the scope of services to be provided along with the cost for these services. Fisher & Arnold, Inc. can perform all components of this proposal, and if other services are requested, these can be negotiated at a later date.

Surveying services are lump sum based on scope of work. This proposal does include outside expenses incurred directly in connection with the project, e.g., printing, copying, mileage, and delivery services. These costs will not be reimbursable expenses, but will be included in the lump sum fee.

9180 Crestwyn Hills Drive
 Memphis, TN 38125

901.748.1811

Fax: 901.748.3115

Toll Free: 1.888.583.9724

www.fisherarnold.com

Mr. Rick McClanahan, P.E.
 September 21, 2016
 Page 2

SCOPE OF SERVICES

I. ROUTE SURVEY

- A. Provide a 3-point survey along approximately 5,530 LF of proposed sanitary sewer alignment. This survey will be approximately 100 feet wide (50' either side of approximate centerline of sewer) and will include all contour breaks, trees 12-inches in diameter and above, ditches and other physical features as required to allow for the design of the proposed sewer extension. Survey will be tied to existing survey control established for the Old Brownsville Road Improvements.
- B. Locate existing septic tanks and field lines of existing houses/businesses where possible (note that Fisher & Arnold, Inc. will communicate with property owners to find out where these physical features are located).
- C. Locate fence lines, property corners and other features to allow for the establishment of property lines for all affected properties. Obtain current property ownership information as available from the SCRO.
- D. Provide all survey and property line information to City of Bartlett in both electronic and paper formats.

COST.....(LUMP SUM).....\$20,040.00

II. EASEMENT PLAT AND DESCRIPTION PREPARATION

- A. Develop necessary Plats and Description for permanent and temporary sewer easements based upon alignment provided by City of Bartlett (estimated 18 properties).

ESTIMATED COST(COST PLUS w/ EST CEILING) ...\$3,980.00

Please note that none of the fees referenced above include any preparation of TDOT or Shelby County ROW occupancy or bore permits or exhibits.

It is recognized that additional work may be requested by you and if so desired, additional cost can be mutually agreed upon at that time.

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due the 10th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date.

Mr. Rick McClanahan, P.E.
September 20, 2016
Page 3

In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Exclusive venue for enforcement of this Agreement shall be in Shelby County, Tennessee.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination and all reimbursable expenses.

The parties hereto agree that Fisher & Arnold, Inc. will be held harmless from any claims existing and future that may come forth from the use of any Boundary and Topographic Survey furnished to Fisher & Arnold, Inc. by the Owner or others.

This proposal represents that the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement in the space provided and returning it to us.

We are looking forward to continuing working with you on this project. If you have any questions regarding this proposal agreement, please do not hesitate to call. We will be waiting for your approval to proceed.

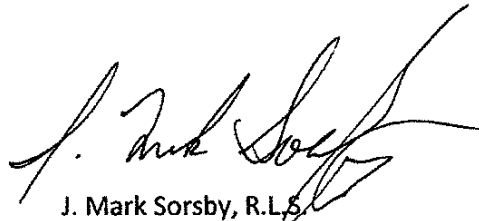
Sincerely,

FISHER & ARNOLD, INC.



Tim Verner, P.E.
Vice President

TV/mkg



J. Mark Sorsby, R.L.S.
Reviewed By

Mr. Rick McClanahan, P.E.
September 20, 2016
Page 4

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY:

City of Bartlett

Date

ATTEST:

City of Bartlett

Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

AGENDA ITEM

Contract for final design to lower hill east of Ellis and New Brunswick intersection.

Attached is the proposal to complete the construction plans to lower the hill on Ellis Road at New Brunswick.

Please approve \$11,487.88 to complete the plans, prepare the bid books, answer contractor questions and make recommendations of acceptance of bids.

Funding to come from Account 311.48311.772.452, Ellis Road.

Please authorize Pickering to complete the design on this project so it can go to bid.



September 9, 2016

Mr. Rick McClanahan, P.E.
Director/City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

**RE: Ellis Road New Brunswick Roadway Modifications
RFQ# FY2016-07-004**

Dear Rick,

This letter is in response to your request to finalize the design of the subject project by completing construction documents and assisting with bid phase services in accordance with our original scope of services and fee proposal (see attached). The amount remaining from our fee proposal to complete the construction documents and assist with bid phase services is **\$11,487.88**. As discussed, construction phase services are not included but can be added at the request of the City at the attached hourly rates or at an agreed upon lump sum amount.

Please review and advise accordingly.

Sincerely,

PICKERING FIRM INCORPORATED

Patrick Neal, P.E.
Project Manager

PN:prf

c: Mr. Wade Towles

FEE PROPOSAL

Construction Design				
1	Direct Labor	=	\$	3,628.79
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	6,449.09
3	Subtotal 1 + 2	=	\$	10,077.88
4	Net Fee = 13.0% (Rounded to nearest \$10.) (Direct labor X 2.35 X 0.NF)	=	\$	1,110.00
5	Subtotal 3 + 4	=	\$	11,187.88
6	Direct Expense	=	\$	300.00
7	Premium Labor	=	\$	-
8	Total Construction Plans (Total 5 + 6 + 7)	=	\$	11,487.88
Total Project				
1	Direct Labor (Sum of Survey, Prel., R.O.W., & Const. Direct Labor)	=	\$	18,392.50
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	32,687.16
3	Subtotal 1 + 2	=	\$	51,079.66
4	Net Fee = 13.0% (Rounded to nearest \$10.) (Sum of Survey, Prel., R.O.W., & Const. Net Fee)	=	\$	5,620.00
5	Subtotal 3 + 4	=	\$	56,699.66
6	Direct Expense (Itemize and attach) (Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)	=	\$	4,089.20
7	Premium Labor (Sum of Survey, Prel., R.O.W., & Const. Premium Labor)	=	\$	-
8	Total Project (Total 5 + 6 + 7)	=	\$	60,788.86
Total Contract			\$	60,788.86



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to purchase Right-of-Ways for Ellis and Old Brownsville Road projects.

The following two tracts have been negotiated and right-of-way offers have been accepted.
Please authorize payment to:

Tract 2	Andy & Mary Payne	\$11,500
Tract 11	Jere R. Thompson	\$20,826
	TOTAL	\$32,326

Please authorize these purchases with funds to come from Account 311.48311.770.452 for the Payne tract and Account 311.48311.770.422 for the Thompson tract.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

AGENDA ITEM

Site Plan Contract for Olympus Service and Distribution Center.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and OLYMPUS AMERICA INC. hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
APRIL 4, 2016, approved the Site Plan, Grading, and Erosion Control Plans for OLYMPUS
SERVICE AND DISTRIBUTION CENTER, and established certain conditions for approval of
this Site Plan,
Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN;
and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to
specify those detailed costs, division of responsibilities and maintenance and other conditions in
addition to the Subdivision Regulations and the Site Plan, Grading, and Erosion Control Plans
heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional
terms not to be considered as a variance from or modification to regulations, plans or plat, as
approved on the date of execution; and

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion
Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and
recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said

agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is

vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for 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. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said Contract. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS

1. This Development includes an underground detention basin. The Applicant must supply on the Plat a written maintenance and inspection plan for this underground detention basin.
2. There is an existing MATA bus stop on Highway 64 about 150 feet more or less west of the intersection of US 64 and Appling Road. The applicant/engineer needs to locate this existing MATA bus stop and extend the sidewalk down to provide an area for the bus riders to stand and get on the MATA bus.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL
PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS
HEREINBEFORE DETAILED FOR:
OLYMPUS AMERICA INC.

I. Due at Execution of Subdivision Contract and before Construction Begins:

- | | | |
|----|--|---------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$85,984.00) | <u>\$12,897.60</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$85,984.00 | <u>\$5,159.04</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$450,989.00 \$6,764.84 | <u>\$6,764.84</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$0.00 | <u>\$25.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service (1 domestic)
1 | <u>\$3,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$13,529.67
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$450,989.00 | <u>\$13,529.67</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

Attachment: Olympus America Expansion Contract (1922 : Site Plan Contract for Olympus Service and Distribution Center)

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	6 Acres (Total Site)
	\$ 13,998.00	\$13,998.00
	\$33 per Front Foot x 555'	\$18,315.00
	<i>Paid under previous Development (As per R. McClanahan)</i>	<u>\$0.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)	
	6.0 Acres Detained	\$ 3,000.00
		<u>\$ 3,000.00</u>
9	City portion of Water Improvements	N/A
TOTAL DUE CITY		\$44,376.15

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ -
2. Street Light (Estimated (Street Light Removal)	\$ -
TOTAL DUE II	<u>\$ -</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$450,989.00**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: OLYMPUS AMERICA INC.

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Olympus America Expansion Contract (1922 : Site Plan Contract for Olympus Service and Distribution Center)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/27/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Subdivision Contract for Bartlett Villa.

SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and DIVERSIFIED PARTNERS, LLC hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
APRIL 4, 2016, approved the Site Plan, Grading, and Erosion Control Plans for BARTLETT
VILLA, and established certain conditions for approval of this Site Plan,
Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN;
and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to
specify those detailed costs, division of responsibilities and maintenance and other conditions in
addition to the Subdivision Regulations and the Site Plan, Grading, and Erosion Control Plans
heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional
terms not to be considered as a variance from or modification to regulations, plans or plat, as
approved on the date of execution; and

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion
Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and
recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to

final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-degradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved

Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of

secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for 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. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII**HOLD HARMLESS**

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS

1. The plat shall show the existing water, sewer, private drainage easements, ingress/egress easements, parking easements that are currently on this property and also to add any new additional easements that may be required during this subdivision process.
2. Ingress/egress easements are needed to be shown on the plat to allow for the use of the traffic from and to the adjacent existing developments.
3. On the plat provide a note as to the entity that will be responsible for the maintenance of these ingress/egress easements.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL
PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS
HEREINBEFORE DETAILED FOR:
DIVERSIFIED PARTNERS, LLC

I. Due at Execution of Subdivision Contract and before Construction Begins:

- | | | |
|----|---|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$0.00) | <u>\$0.00</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$0.00 | <u>\$0.00</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$13,200.00 \$198.00 | <u>\$198.00</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$25.00 | <u>\$25.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service <i>(Lot 1 paid under original development)</i>
1 Water Connection For Lot 2 | <u>\$3,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$396.00
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$13,200.00 | <u>\$396.00</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre X	2.50 Acres (Lot 2)	
	=		\$5,832.50
	\$33 per Front Foot x 040'		\$1,321.32
	<i>Paid under previous Development</i>		<u>\$5,832.50</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	2.5 Acres	<u>\$ 2,500.00</u>
---	---	-----------	---------------------------

b. 'Drainage Control Fee for those lots
served by a Detention Basin at \$250 per half acre or fraction thereof
(in multiples of \$250)

9	City portion of Water Improvements	N/A
---	------------------------------------	-----

TOTAL DUE CITY **\$11,951.50**

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ -
---	------

2. Street Light (Estimated (Street Light Removal)	\$ -
---	------

TOTAL DUE II **\$ -**

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$13,200.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: DIVERSIFIED PARTNERS, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Bartlett Villa Subdivision Contract (1921 : Subdivision Contract for Bartlett Villa Commercial SD)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1924)

Meeting: 09/27/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1924

Resolution 42-16, a Resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls.

WHEREAS, the Shelby County Trustee's Office has identified delinquent property taxes that have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes dating from Tax Year 2004 through 2015 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the taxes, interest, penalties and associated costs on the properties listed in the attached Schedule A totaling \$21,013.12 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of September 27, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

BARTLETT WRITE-OFF

EXHIBIT A
UNCOLLECTIBLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2016
THRU JUNE 30, 2017

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB125606	30042	2004	ADAMS & ASSOCIATES INSURANCE	2851 STAGE VILLAGE CV	STATUTE OF LIMITATIONS	\$49.68
PB163996	30069	2004	ALLEN AIRE HEATING & COOLING	3011 SHADOW TREE CV	STATUTE OF LIMITATIONS	\$81.56
PB096272	30316	2004	CAGLE BOB	3773 BROADWAY	STATUTE OF LIMITATIONS	\$207.00
PB178561	30662	2004	FREELANCE JEWELRY	3189 KIRBY WHITTEN PKWY #1	STATUTE OF LIMITATIONS	\$7.45
PB155887	30703	2004	GATOR BROWNS BAIT N TACKLE SHOP	6818 HWY 70 SUMMER AVE	STATUTE OF LIMITATIONS	\$41.40
PB113709	30723	2004	GRADY W AGEY ATTY	2865 SUMMER OAKS #100	STATUTE OF LIMITATIONS	\$128.75
PB162568	50094	2004	JEFF MILLS	5717 ACKERMAN AVE	STATUTE OF LIMITATIONS	\$18.22
PB184839	50093	2004	SHELBY COUNTY CUSTOMS	3385 SUMMER AVE	STATUTE OF LIMITATIONS	\$18.22
PB014250	31654	2004	WHEELS INC-BARTLETT	0 BARTLETT	STATUTE OF LIMITATIONS	\$263.30
PB094877	51000	2008	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$129.36
PB094877	51026	2010	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$466.22
PB094877	41074	2011	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$784.93
PB094877	61073	2012	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$784.93
PB094877	51160	2013	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$429.62
PB094877	50423	2014	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$451.01
PB148301	50708	2008	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$147.38
PB148301	50684	2009	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$115.33
PB148301	50724	2010	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$135.89
PB148301	40766	2011	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$138.57
PB148301	60749	2012	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$104.15
PB148301	50810	2013	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$77.27
PB148301	50669	2014	FRED ALLEN & ASSOCIATES	4143 SUNNY MEADOWS	OUT OF BUSINESS	\$81.16
PB078190	61771	2012	TENNANT QUALITY PRINTING	2788 BARTLETT ROAD	OUT OF BUSINESS	\$556.52
PB078190	51898	2013	TENNANT QUALITY PRINTING	2788 BARTLETT ROAD	OUT OF BUSINESS	\$738.23
PB078190	50361	2014	TENNANT QUALITY PRINTING	2788 BARTLETT ROAD	OUT OF BUSINESS	\$775.17
PB200551	41984	2011	WOMENS GENERATIONAL CARE PLLC	3173 KIRBY WHITTEN ROAD	OUT OF BUSINESS	\$237.80
PB200551	61997	2012	WOMENS GENERATIONAL CARE PLLC	3173 KIRBY WHITTEN ROAD	OUT OF BUSINESS	\$285.19
PB200551	52128	2013	WOMENS GENERATIONAL CARE PLLC	3173 KIRBY WHITTEN ROAD	OUT OF BUSINESS	\$368.87
PB200551	51309	2014	WOMENS GENERATIONAL CARE PLLC	3173 KIRBY WHITTEN ROAD	OUT OF BUSINESS	\$387.34
PB226590	60398	2012	CHINA MOON BUFFET, INC.	6196 STAGE	OUT OF BUSINESS	\$618.65
PB226590	50247	2013	BARTLETT HIBACHI BUFFET	6196 STAGE	OUT OF BUSINESS	\$820.37
PB215956	40230	2011	BARTLETT JAZZERCISE	7715 HIGHWAY 70 STE 102	OUT OF BUSINESS	\$5.36
PB215956	60226	2012	BARTLETT JAZZERCISE	7715 HIGHWAY 70 STE 102	OUT OF BUSINESS	\$6.26
PB215956	50253	2013	BARTLETT JAZZERCISE	7715 HIGHWAY 70 STE 102	OUT OF BUSINESS	\$8.26
PB109292	30540	2004	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$174.71
PB109292	40618	2005	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$224.01
PB109292	40558	2006	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$302.61

EXHIBIT A
UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2016
THRU JUNE 30, 2017

BARTLETT WRITE-OFF

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB109292	42276	2007	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$437.51
PB109292	50572	2008	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$538.23
PB109292	50555	2009	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$645.92
PB109292	50580	2010	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$768.84
PB109292	40622	2011	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$922.61
PB109292	60605	2012	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$1,125.55
PB109292	50652	2013	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$1,492.99
PB109292	50490	2014	DYNAMICS	7895 STAGE HILLS BLVD	OUT OF BUSINESS	\$1,567.84
PB119433	30637	2004	FIRST SERVICE INSURANCE	2851 STAGE VILLAGE CV STE	OUT OF BUSINESS	\$16.15
PB119433	40739	2005	FIRST SERVICE INSURANCE	2851 STAGE VILLAGE CV STE	OUT OF BUSINESS	\$16.11
PB119433	31061	2004	MEMPHIS VENDING CO LLC	2855 STAGE VILLAGE CV #7	OUT OF BUSINESS	\$39.33
PB119433	51309	2013	RAYCH BOUTIQUE, LLC	3135 KIRBY WHITTEN RD	OUT OF BUSINESS	\$42.77
PB160794	31395	2004	SIMPLE SOLUTIONS HOME MAINTENANCE	6046 COLONY HILL DR	OUT OF BUSINESS	\$45.54
PB160794	43129	2007	SIMPLE SOLUTIONS HOME MAINTENANCE	6046 COLONY HILL DR	OUT OF BUSINESS	\$20.33
PB094877	51169	2015	LAMBERT MEMORIALS INC DBA GALILEE MEMORI	8283 ELLIS ROAD	OUT OF BUSINESS	\$473.36
PB148301	50821	2015	FRED ALLEN & ASSOCIATES	3552 GREENLEAF ROAD	OUT OF BUSINESS	\$38.88
PB226590	50248	2015	BARTLETT HIBACHI BUFFET	6196 STAGE	OUT OF BUSINESS	\$904.45
PB109292	50656	2015	DYNAMICS	8059 STAGE HILLS	OUT OF BUSINESS	\$1,646.08
B015700689	10658	2004	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT	STATUTE OF LIMITATIONS	\$1.73
B015700689	10658	2004	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.73
B015700689	11205	2005	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.64
B015700689	12260	2006	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.64
B015700689	32554	2007	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.93
B015700689	13023	2008	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.93
B015700689	12946	2009	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.86
B015700689	13151	2010	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.86
B015700689	13265	2011	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.86
B015700689	13341	2012	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.86
B015700689	13947	2013	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$1.86
B015700689	12661	2014	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$2.03
B0139DA00033	18038	2013	SCHOCKE HELEN J	0 HIDEAWAY LANE	COUNTY OWNED	\$2.03
B0139DA00033	2021	2013	SCHOCKE HELEN J	0 HIDEAWAY LANE	COUNTY OWNED	\$30.38
B015700689	14013	2015	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0 BARTLETT BLVD	COUNTY OWNED	\$30.38
B0139DA00033	2021	2013	SCHOCKE HELEN J	0 HIDEAWAY LANE	COUNTY OWNED	\$2.03
					COUNTY OWNED	\$14.99
Total						\$21,013.12



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1923)

Meeting: 09/27/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1923

Resolution 43-16, a resolution to amend the Fiscal Year 2016-2017 General Purpose School Fund Budget of the Bartlett City Board of Education.

WHEREAS, the Bartlett Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund original budget and any amendments; and

WHEREAS, the Bartlett City Board of Education has approved budget amendments to its Fiscal Year 2016-2017 Operating Budget at its regular meeting on August 25, 2016 labeled "Exhibit A" and its regular meeting on September 22, 2016 labeled "Exhibit B" and both made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Fiscal Year 2016-2017 Bartlett City Board of Education General Purpose School Fund Budget amendment is approved, as detailed in "Exhibit A" and "Exhibit B."

Adopted this day of September 27, 2016

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk



RESOLUTION 4-4

A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR ANNUAL GENERAL PURPOSE FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the General Purpose Fund Budget change the total amount of the budget, as recognized by an increase in General Fund Budget Revenues and Expenditures.

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

Section 1. That the annual General Purpose Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts

2016-17 GENERAL FUND BUDGET EXPENDITURES

\$74,031,049

Expenditures are amended in the following categories:

141-71100-11600-310-1000-0000 Reg. Instruction - Teachers is amended from \$3,202,652 to \$3,412,452	\$209,800
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141-71100-19500-310-1000-0000 Reg. Instruction – Substitute Teachers is amended from \$486,585 to \$511,585	\$25,000
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141-71100-42900-310-1000-0000 Reg. Instruction – Instructional Supplies & Materials is amended from \$430,680 to \$438,680	\$8,000
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141-72110-10500-610-1000-0000 Attendance – Supervisor/Director is amended from \$110,735 to \$226,735	\$116,000
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141-72120-13100-620-1000-0000 Health Services – Medical Personnel is amended from \$75,000 to \$125,000	\$50,000
141-72320-18900-210-1000-0000 Director of Schools – Other Salaries & Wages is amended from \$0 to \$100,000	\$100,000
141-72320-39900-210-1000-0000 Director of Schools – Other Contracted Services is amended from \$0 to \$44,000	\$44,000
141-72410-52400-215-1000-0000 Office of Principal-In-Service/Staff Development is amended from \$7,000 to \$32,000	\$25,000
141-72410-59900-215-1000-000 Office of Principal-Other Charges is amended from \$0 to \$35,000	\$35,000
141-72510-39900-410-1000-0000 Fiscal Services-Other Contracted Services is amended from \$21,213 to \$24,213	\$3,000
141-72520-39900-510-1000-0000 Human Resources-Other Contracted Services is amended from \$13,825.54 to \$43,825.54	\$30,000
141-72810-39900-825-1000-0000 School Safety-Other Contracted Services is amended from \$5,500 to \$35,500	\$30,000
Amended 2016-17 General Fund Budget Expenditures	\$74,706,849
2015-16 GENERAL FUND BUDGET REVENUES	\$74,031,049
Revenues are amended in the following categories:	
141-40110-00000-000-0000-0000 Property Taxes – Current is amended from \$19,492,689 to \$21,435,089	\$1,942,400
141-40120-00000-000-0000-0000 Property Taxes – Prior Year is amended from \$477,008 to \$691,673	214,665
141-40130-00000-000-0000-0000 Clerk & Master/Circuit Court Prior Years is amended from \$287,542 to \$0	(\$287,542)
141-40150-00000-000-0000-0000 Pickup Taxes is amended from \$1,595,971 to \$5,885	(\$1,590,086)
141-40162-00000-000-0000-0000 In Lieu of Taxes-MLGW is amended from \$171,634 to \$216,159	\$44,525

141-40163-00000-000-0000-0000 In Lieu of Taxes-Other is amended from
\$260,794 to \$244,937 (\$15,857)

141-40270-00000-000-0000-0000 Privilege Tax is amended from \$2,675 to
\$3,237 \$562

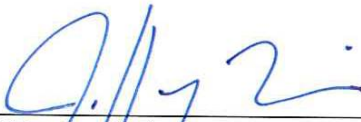
141-40240-00000-000-0000-0000 Wheel Tax is amended from \$0 to
\$367,133 \$367,133

Amended 2016-17 General Fund Budget Revenues \$74,706,849

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

Section 3. That this resolution shall become effective August 25, 2016 from and after its adoption by the Bartlett City Board of Education.

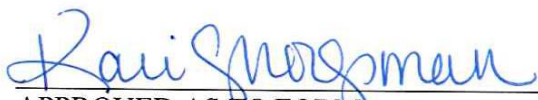
Adopted this 25 day of August, 2016.



Jeff Norris, Chairman
Bartlett City Board of Education



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



APPROVED AS TO FORM:
Kari Shoopman, General Counsel

EXHIBIT "B"



RESOLUTION 4-5

A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR ANNUAL GENERAL PURPOSE FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the General Purpose Fund Budget change the total amount of the budget, as recognized by an increase in General Fund Budget Revenues and Expenditures.

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

Section 1. That the annual General Purpose Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts

2016-17 GENERAL FUND BUDGET EXPENDITURES	\$74,706,849
Expenditures are amended in the following categories:	
141-72510-16200-410-1000-0000 Fiscal Services – Clerical Personnel is amended from \$63,240 to \$115,740	\$52,500
141-72310-59900-110-1000-0000 – Board of Education – Other Charges is amended from \$608,193 to \$658,193	\$50,000
141-72310-39900-110-1000-0000 – Board of Education – Other Contracted services is amended from \$971 to \$20,971	\$20,000
Amended 2016-17 General Fund Budget Expenditures	\$74,829,349

2015-16 GENERAL FUND BUDGET REVENUES**\$74,706,849**

Revenues are amended in the following categories:

141-40240-00000-000-0000-0000 Wheel Tax is amended from \$367,133 to
\$489,633

\$122,500

Amended 2016-17 General Fund Budget Revenues**\$74,829,349**

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

Section 3. That this resolution shall become effective September 22, 2016 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of September, 2016.

Jeff Norris, Chairman
Bartlett City Board of Education

David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1925)

Meeting: 09/27/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1925

Resolution 44-16, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund.

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

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its FY2017 Education Capital Projects Fund Budget at its regular meeting on September 22, 2016 which is labeled "Exhibit A - School Special Revenue Fund Amendment" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the September 22, 2016, amendments to the FY2017 Education Capital Projects Fund Budget of the Bartlett City Board of Education is approved, as detailed in "Exhibit A - School Special Revenue Fund Amendment".

Adopted this day of September 27, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT A - SCHOOL SPECIAL REVENUE FUND AMENDMENT



RESOLUTION 4-6

A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR EDUCATION CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget, as recognized in the increase in nonrecurring other local revenue.

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

Section 1. That the Education Capital Projects Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2016-17 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES **\$450,000**

Revenues are amended in the following category:

177-44170-00000-000-0000-0000 Misc. Refunds is amended from \$450,000 to \$765,000

315,000
~~\$765,000~~

Amended Capital Project Fund Budget Revenues: **\$765,000**

2015-16 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES **\$450,000**

Expenditures are amended in the following category:

177-91300-39900-000-0000-0000 Other Contracted Services is amended from \$450,000 to \$765,000

\$315,000

Amended Education Capital Project Fund Budget Expenditures: **\$765,000**

Page 1

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

Section 3. That this resolution shall become effective September 22, 2016 from and after its adoption by the Bartlett City Board of Education.

Adopted this ____ day of September 22, 2016.

Jeff Norris, Chairman
Bartlett City Board of Education

David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel