



# *City of Bartlett*

David Parsons, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

**TUESDAY, SEPTEMBER 12, 2023 - BARTLETT CITY HALL - 6:00 PM**

### **INVOCATION**

Opening Prayer by Christopher Michael Baines, Growth Central Church

### **FUTURE MEETINGS**

Parks and Recreation Advisory Board, September 14 at 6 p.m.

Parks and Recreation Advisory Board, September 14 at 6 p.m.

Historic Preservation Commission, September 18 at 7 p.m.

Bartlett Arts Council, September 19 at 6 p.m.

BPACC Advisory Board, September 19 at 6 p.m.

Design Review Commission, September 19 at 6:30 p.m.

### **RECOGNITIONS**

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

### **MINUTES ACCEPTANCE**

**Minutes of the August 17, 2023 Board of Mayor and Aldermen Special Called Meeting**

**Minutes of the August 22, 2023 Board of Mayor and Aldermen Regular Meeting**

### **UNFINISHED BUSINESS**

- I     **Resolution 25-23, a resolution approving a special use permit to allow a vehicle wash establishment to be located at 5905 Stage Road, within the "CG-MS" General Business with Main Street Overlay zoning district. (Kim Taylor, Director of Planning and Economic Development)**

**CONSENT AGENDA****1 Special event permit for Memphis Classic Chevy Club October Car Show. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, October 21 from 7 a.m. to 4 p.m. at W.J. Freeman Park.

**2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

Nine items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

**3 Purchase of Dodge Durangos. (Jeff Cox, Police Chief)**

Purchase of six 2023 Dodge Durango police vehicles for \$39,592.00 each and two 2023 Dodge Durangos for supervisors at \$39,622.00 each from Columbia CDJR for a total of \$316,796.00. Supervisor vehicles have carpet flooring and a center console. This purchase will be made via the State of Tennessee Contract SWC#209. Funds are available in Account 110.42100.935.

**4 Bid for Partial Roof at Public Works Administration. (Matt Crenshaw, Director of Public Works)**

Recommend accepting the lowest bid from Summit Roofing Restoration at a total cost of \$31,250.00. Funds are available in Account 131.41300.266.

**5 Minimum bond subdivision contract for Village at Deer Run Phase 2. (John Horne, Director of Engineering)**

The developer, Skip Hobbs Construction LLC., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$52,857.38 in City fees. The minimum bond is set at \$178,827.58.

**6 Contract for Pavement Assessment and Management Services. (John Horne, Director of Engineering)**

Recommend accepting the contract proposal from PMG in the amount of \$75,000. Funds are available in Account 311.48311.780.456.

**7 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2024. (John Horne, Director of Engineering)**

The City's water system is regulated by the TN Department of Environment and Conservation Division (TDEC) of Water Supply. Historically, TDEC has charged the City a permit fee based on the number of water connections. The current number of water system connections is 20,350, at \$1.30 per connection, the City's total is \$26,455.00. Funds are available in Account 510.51200.644.

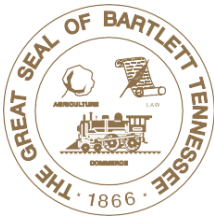
**NEW BUSINESS**

- 1 Appoint Josh McNeil to the Industrial Development Board. (David Parsons, Mayor)**
- 2 Resolution 30-23, a resolution to adopt Amendment No. 2 to the City of Bartlett Tennessee Retirement Plan. (Dick Phebus, Director of Finance)**
- 3 Resolution 31-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund and ARP Fund. (Dick Phebus, Director of Finance)**
- 4 Resolution 32-23, a resolution to amend the FY2024 General Fund budget to provide funds for LED Streetlight Conversion Project. (Dick Phebus, Director of Finance)**
- 5 Streetlight Conversion Agreement with PATH Company, LLC. (Steve Sones, Chief Administrative Officer)**

**OPEN DISCUSSION**

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

**ADJOURNMENT**



# City of Bartlett

David Parsons, Mayor

## BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

THURSDAY, AUGUST 17, 2023 - BARTLETT CITY HALL - 5:00 PM

### ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

### NEW BUSINESS

#### **I Interviews for Alderman Position 4. (David Parsons, Mayor)**

The Board of Mayor and Aldermen interviewed 12 candidates who submitted applications for Alderman Position 4. The position was vacated by Bobby Simmons on July 31, 2023. Each candidate had a maximum of 15 minutes for an opening statement followed up by questions from the Board. Candidates appeared in alphabetical order to give their opening statements and answer questions. The applicants interviewed were as follows:

Robert Mitchell Arnold  
Telisa Franklin  
Kelly Brian Gilmer  
Samantha Hammonds  
Kenneth Steven Hayes  
Paul Kaiser  
James M. Lammey, Jr.  
Dennis L. Lyon  
Lacey Marise  
Joshua McNeil  
Monique L. Williams  
Warrie Williams

The Mayor and Board's questions centered around Board of Mayor and Aldermen meeting attendance, service on boards and commissions that benefit the citizens of Bartlett, personal leadership styles, the impact of Blue Oval City on Bartlett, their intent to run for alderman, and feasibility study of alternative utility companies.

**RESULT: NO VOTE REQUIRED**

#### **2 Nominate and Appoint an Alderman for Position 4. (David Parsons, Mayor)**

Each aldermen were given paper ballots with a complete listing of candidates. They were instructed to circle one name as their nominee. The ballots were collected with each of the nominees being read and the board member who nominated him or her. The nominations were as follows:

Alderman Brad King nominated Samantha Hammonds  
Alderman Robert Griffin nominated Samantha Hammonds  
Alderman David Reaves nominated Joshua McNeil  
Vice Mayor Jack Young nominated Paul Kaiser  
Alderman Kevin Quinn nominated Monique Williams  
Each aldermen spoke briefly shared the reasoning behind their nomination.

Minutes Acceptance: Minutes of Aug 17, 2023 5:00 PM (MINUTES ACCEPTANCE)

The nomination and vote began with Alderman Position 1 and moved around the board from Position 1 through Position 6.

### Appoint Samantha Hammonds as Alderman

|                  |                             |
|------------------|-----------------------------|
| <b>RESULT:</b>   | <b>DENIED [2 TO 2]</b>      |
| <b>MOVER:</b>    | Brad King, Alderman         |
| <b>SECONDER:</b> | Robert Griffin, Alderman    |
| <b>AYES:</b>     | Brad King, Robert Griffin   |
| <b>NAYS:</b>     | Jack Young, Kevin Quinn     |
| <b>ABSTAIN:</b>  | David Parsons, David Reaves |

### Appoint Josh McNeill as Alderman

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>DENIED [1 TO 2]</b>                   |
| <b>MOVER:</b>    | David Reaves, Alderman                   |
| <b>SECONDER:</b> | Jack Young, Vice Mayor                   |
| <b>AYES:</b>     | David Reaves                             |
| <b>NAYS:</b>     | Jack Young, Kevin Quinn                  |
| <b>ABSTAIN:</b>  | David Parsons, Brad King, Robert Griffin |

### Appoint Paul Kaiser as Alderman

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>DENIED [1 TO 2]</b>                |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                |
| <b>SECONDER:</b> | David Reaves, Alderman                |
| <b>AYES:</b>     | Jack Young                            |
| <b>NAYS:</b>     | Robert Griffin, David Reaves          |
| <b>ABSTAIN:</b>  | David Parsons, Brad King, Kevin Quinn |

### Appoint Monique Williams as Alderman

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>DENIED [2 TO 1]</b>                   |
| <b>MOVER:</b>    | Kevin Quinn, Alderman                    |
| <b>SECONDER:</b> | David Reaves, Alderman                   |
| <b>AYES:</b>     | David Reaves, Kevin Quinn                |
| <b>NAYS:</b>     | Jack Young                               |
| <b>ABSTAIN:</b>  | David Parsons, Brad King, Robert Griffin |

Minutes Acceptance: Minutes of Aug 17, 2023 5:00 PM (MINUTES ACCEPTANCE)

**Appoint Samantha Hammonds as Alderman**

**RESULT:** DENIED [2 TO 2]  
**MOVER:** Robert Griffin, Alderman  
**SECONDER:** Brad King, Alderman  
**AYES:** Brad King, Robert Griffin  
**NAYS:** Jack Young, Kevin Quinn  
**ABSTAIN:** David Parsons, David Reaves

**Appoint Monique Williams as Alderman**

**RESULT:** DENIED [2 TO 1]  
**MOVER:** Kevin Quinn, Alderman  
**SECONDER:** David Reaves, Alderman  
**AYES:** David Reaves, Kevin Quinn  
**NAYS:** Jack Young  
**ABSTAIN:** David Parsons, Brad King, Robert Griffin

**Appoint Samantha Hammonds as Alderman**

**RESULT:** DENIED [2 TO 1]  
**MOVER:** Brad King, Alderman  
**SECONDER:** Robert Griffin, Alderman  
**AYES:** Brad King, Robert Griffin  
**NAYS:** Kevin Quinn  
**ABSTAIN:** David Parsons, David Reaves, Jack Young

**Appoint Monique Williams as Alderman**

Mayor Parsons asked the two remaining candidates, Samantha Hammonds and Monique Williams to come forward and share why they believed they were the best candidate. Each candidate was given three minutes to speak.

**RESULT:** DENIED [2 TO 1]  
**MOVER:** David Reaves, Alderman  
**SECONDER:** Kevin Quinn, Alderman  
**AYES:** David Reaves, Kevin Quinn  
**NAYS:** Robert Griffin  
**ABSTAIN:** David Parsons, Brad King, Jack Young

**Appoint Monique Williams as Alderman**

**RESULT:** DENIED [3 TO 1]  
**MOVER:** David Reaves, Alderman  
**SECONDER:** Kevin Quinn, Alderman  
**AYES:** David Reaves, Jack Young, Kevin Quinn  
**NAYS:** Robert Griffin  
**ABSTAIN:** David Parsons, Brad King

**Appoint Samantha Hammonds as Alderman**

**RESULT:** DENIED [2 TO 3]  
**MOVER:** Brad King, Alderman  
**SECONDER:** Robert Griffin, Alderman  
**AYES:** Brad King, Robert Griffin  
**NAYS:** David Reaves, Jack Young, Kevin Quinn  
**ABSTAIN:** David Parsons

**Appoint Monique Williams as Alderman**

**RESULT:** APPROVED [5 TO 0]  
**MOVER:** David Reaves, Alderman  
**SECONDER:** Kevin Quinn, Alderman  
**AYES:** Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn  
**ABSTAIN:** David Parsons

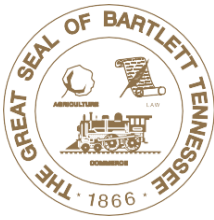
**OPEN DISCUSSION****ADJOURNMENT**

Meeting adjourned at 9:00 PM

\_\_\_\_\_  
Harold Brad King, Register to the  
Board of Mayor and Aldermen

\_\_\_\_\_  
David Parsons, Mayor

Minutes Acceptance: Minutes of Aug 17, 2023 5:00 PM (MINUTES ACCEPTANCE)



# City of Bartlett

David Parsons, Mayor

## BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 22, 2023 - BARTLETT CITY HALL - 6:00 PM

### ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Absent, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

### INVOCATION

Opening Prayer by Eric Maddux, New Hope Christian Church

### FUTURE MEETINGS

Family Assistance Commission, August 28 at 6 p.m.

Planning Commission, September 5 at 7 p.m.

Bartlett Station Commission, September 6 at 7:30 a.m.

City Beautiful Commission, September 7 at 6:30 p.m.

### RECOGNITIONS

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

### MINUTES ACCEPTANCE

Minutes of the August 8, 2023 Board of Mayor and Aldermen Regular Meeting

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                             |
| <b>SECONDER:</b> | Robert Griffin, Alderman                           |
| <b>AYES:</b>     | Brad King, Robert Griffin, Jack Young, Kevin Quinn |

### 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 25-23, a resolution approving a special use permit to allow a vehicle wash establishment to be located at 5905 Stage Road, within the "CG-MS" General Business with Main Street Overlay zoning district.

Minutes Acceptance: Minutes of Aug 22, 2023 6:00 PM (MINUTES ACCEPTANCE)

It was noted that this Resolution would be voted upon at the September 12, 2023 Board of Mayor and Aldermen meeting.

Genevieve Cooper, 3101 Sycamore View Road, spoke in opposition of the Special Use Permit to allow a car wash at 5095 Stage Road expressing traffic concerns.

Dr. Patricia Miller, 2923 Sycamore View Road, spoke against the Special Use Permit. Dr. Miller feels crime would enter the area from Raleigh since there is no other nearby car wash. She also felt the car wash would lower property values.

Applicants Cindy Reaves, 5909 Shelby Oaks Dr., Suite 200, Memphis, TN and Clint Herrington, 1020 Mount Cascades Drive, Rockwall, TX spoke in favor of the Special Use Permit. They shared that the car wash was designed around heavy traffic areas, was a unique type of car wash and stated there were locations to view in Collierville and Southaven.

Adjourned at 6:10 p.m.

2. Resolution 26-23, a resolution to approve a special use permit for Austin Planned Residential Development to be located at the southern terminus of Christian Lane from the Elpine Gray Planned Development within the "RS-15" single family residential zoning district.

Adjourned at 6:10 p.m.

Although the public hearing had adjourned and Resolution 26-23 approved, Ms. Shirley Rone came forward. She was confused and missed the opportunity to speak in opposition. Mayor Parsons permitted her to speak for three minutes. She expressed concerns of erosion from previous subdivisions. Mayor Parsons directed her to John Horne, Director of Engineering to converse with after the meeting and address her issues.

### **UNFINISHED BUSINESS**

- I **Resolution 26-23, a resolution to approve a special use permit for Austin Planned Residential Development to be located at the southern terminus of Christian Lane from the Elpine Gray Planned Development within the "RS-15" single family residential zoning district. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning and Economic Development, Kim Taylor addressed the Board explaining the specifics of this Special Use Permit.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Jack Young, Vice Mayor  
**SECONDER:**       Brad King, Alderman  
**AYES:**             Brad King, Robert Griffin, Jack Young, Kevin Quinn

## **CONSENT AGENDA**

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Jack Young, Vice Mayor  
**SECONDER:**       Kevin Quinn, Alderman  
**AYES:**             Brad King, Robert Griffin, Jack Young, Kevin Quinn

- 1     **Special event permit for Big Jim's Christmas Trees & Pumpkins. (Trey Arthur, Director of Code Enforcement)**  
The event will be held from September 21st thru December 21st from 9 a.m. to 9 p.m. at 6777 Stage Road.
  
- 2     **Bid for Mobile Public Safety Security Camera Unit. (Jeff Cox, Police Chief)**  
Recommend accepting the sole bid from SCI Technologies, Inc. dba SkyCop, Inc. for the purchase of one Mobile Public Safety Security Camera Unit at a total cost of \$49,900.00.  
  
Funds are available in Account 131.42100.939.02324.
  
- 3     **Bid for Public Safety Security Camera Systems. (Jeff Cox, Police Chief)**  
Recommend accepting the lower bid for 31 Public Safety Security Camera Systems for \$323,969.99 from SCI Technologies dba SkyCop.  
  
Funds are available in Account 311.48311.785.20324 (\$229,000.00) and Account 135.42100.785.20324 (\$94,969.99).
  
- 4     **Purchase of digital forensic hardware/software. (Jeff Cox, Police Chief)**  
Purchase of digital forensic hardware / software for \$144,784.24 from Cellebrite. This purchase includes three UFED Reader units and three years of premium software licensing.  
  
The State of Tennessee VCIF Grant is funding this purchase. Funds are available in Grant Account 131.42100.175.02324.
  
- 5     **Purchase of digital forensic hardware/software from GrayShift. (Jeff Cox, Police Chief)**  
Purchase of digital forensic hardware / software for \$251,214.51 from GrayShift for GrayKey. This purchase includes three Extraction units and three years of GrayKey software licensing.  
  
The State of Tennessee VCIF Grant is funding this purchase. Funds are available in Grant Account 131.42100.175.02324.

Minutes Acceptance: Minutes of Aug 22, 2023 6:00 PM (MINUTES ACCEPTANCE)

**6 Purchase of digital forensic hardware/software from PenLink. (Jeff Cox, Police Chief)**

Purchase of digital forensic software subscriptions for \$40,570.08 from PenLink. This purchase includes three software subscriptions for PenLink.

The State of Tennessee VCIF Grant is funding this purchase. Funds are available in Grant Account 131.42100.175.02324.

**7 Bid for Police Department uniforms. (Jeff Cox, Police Chief)**

Recommend accepting bids from three vendors for the purchase of police uniform items beginning September 1, 2023, as all three vendors presented better pricing in specific categories.

Funds have been budgeted and are available in Account 110.42100.340.

**8 Purchase of pickup trucks. (Dick Phebus, Director of Finance)**

Purchase of one 2023 Ford F-350 SD 4x4 Crew Cab and two 2023 Ford F-150 SuperCrew Cabs for Water Plant Operations for \$165,854.00 from Apple Ford in Columbia, Maryland. Funds are available in Accounts 510.51200.935 and 510.51400.935.

**9 Purchase walking floor trailer. (Matt Crenshaw, Director of Public Works)**

Request authorization to purchase one Walking Floor Trailer from Worldwide Equipment, INC. at a total cost of \$134,549.00. This purchase is through the City's cooperative purchasing agreement with Sourcewell. Funds are available in Account 122.48122.939.

**10 Site Plan Contract for Joe Powell and Associates Office Building. (John Horne, Director of Engineering)**

The developer, Joe Powell and Associates, Inc., will pay \$3,823.75 in City fees. The bond is set at \$32,893.75.

**NEW BUSINESS**

**I Swear In Alderman Position 4. (David Parsons, Mayor)**

Criminal Court Division 10 Judge Jennifer J. Mitchell swore in Monique L. Williams as Alderman Position 4. Ms. Williams will serve the balance of the term vacated by Bobby Simmons' resignation on July 31, 2023. The term expires December 31, 2024.

**OPEN DISCUSSION**

The Board welcomed Alderman Williams, congratulated her, and stated they all looked forward to working with her.

Aaron Montanez, 2804 Alfaree St, Bartlett, TN addressed the Board. He stated that he has submitted a Public Records Request for documents for 2810 Alfaree St. and has begun an audit of records for Code Enforcement, Engineering, Public Works, and Forestry of the City of Bartlett. He stated he has notified Public Entity Partners, Allied Public Investigations, Tennessee Comptroller's Office and law enforcement of the citizen audit. He gave his telephone number of (901) 361-7578 should any citizens have questions.

**ADJOURNMENT**

Meeting adjourned at 6:32 PM

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Harold Brad King, Register to the  
Board of Mayor and Aldermen

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David Parsons, Mayor

Minutes Acceptance: Minutes of Aug 22, 2023 6:00 PM (MINUTES ACCEPTANCE)



**APPLICATION FOR SPECIAL EVENT**  
**OFFICE OF**  
**BARTLETT CODE ENFORCEMENT**  
**6382 STAGE ROAD**  
**BARTLETT TN 38134**  
**901-385-6425**

2629 Bartlett Blvd, Bartlett TN 38134  
**Address** **Zip Code**

October 21, 2023 7am - 4 pm  
**Dates of the Event** **Hours of the Event**

MCCC October Car Show  
**Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)**

City of Bartlett  
**Property Owner**

Paul Ferguson 8732 Carriage Creek Rd, Bartlett TN 38002  
**Special Event Permit Applicant** **Address of Applicant**

901-734-7698  
**Phone Number** **Fax Number**

**Check all items that apply:**

**For information call (901) 385-6425.**

       State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

  X   Letter of Permission

  X   Insurance

       Tents (Fire Retardant letter included)

  X   Special Event Checklist

  X   Map

  X   Sign or Banner

|                |                           |
|----------------|---------------------------|
| <u>\$60.00</u> | <b>Special Event Fee</b>  |
| <u>\$5.00</u>  | <b>Permit Issuing Fee</b> |
| <u>\$7.00</u>  | <b>Software Fee</b>       |
| <u>\$</u>      | <b>2% Credit Card Fee</b> |
| <u>\$72.00</u> | <b>Total Permit Fee</b>   |

Paul Ferguson Paul Ferguson 8/21/23  
**Responsible Person Signature and Printed Name** **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:** Memphis Classis Chevy Club October Car Show

**Location:** W. J. Freeman Park Bartlett TN

**Dates:** October 21, 2023

**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-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | X                        |    |     | <b>Location.</b> 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.                                                                                                                                              |          |
| 2 |                          |    | X   | 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 |                          |    | X   | <b>Type 3 outdoor sales</b> 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 |                          | X  |     | <b>Land-use compatibility.</b> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | X  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          |    | X   | 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 |                          |    | X   | <b>Compliance with other regulations.</b> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | X   | 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-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments              |          |                       |         |                          |         |                    |         |                            |         |  |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|--|
| 9                          |                          | X  |     | <p><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.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <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                         |                          |    | X   | <p>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.</p>                                                                                                                                                                                                                                                                                                                   |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| 11                         |                          |    | X   | <p><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.</p>                                                                                                                                                                                                                                                                                                                                             |                       |          |                       |         |                          |         |                    |         |                            |         |  |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | X   | <p><b>Type 3 outdoor sales at a specific location may be permitted only as follows:</b></p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>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.</li> <li>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.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | X  |     | <p><b>Traffic circulation.</b> 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.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |    | X   | <p><b>Street closings.</b> 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    | X   | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | X   | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | X  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          | X  |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments |
|----|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 19 | X                        |    |     | <p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>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.</p> <p>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.</p> |          |
| 20 |                          | X  |     | <p><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.</p>                                                                                                                                                                                                          |          |
| 21 | X                        |    |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |

## Conditions

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

|    | Required<br>✓ or X | N/A |                                                                                                                                                                                                                                                            | Comments |
|----|--------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 22 | X                  |     | Limitations on signs.                                                                                                                                                                                                                                      |          |
| 23 | X                  |     | Temporary arrangements for parking and traffic circulation.                                                                                                                                                                                                |          |
| 24 |                    | X   | Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.                                                                                                                                          |          |
| 25 |                    | X   | Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.                                                                                                                    |          |
| 26 |                    | X   | 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 |                    | X   | The provision of traffic control or security personnel to ensure the public safety and convenience.                                                                                                                                                        |          |
| 28 | X                  |     | 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-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | X                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | X                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 | X                        |    |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | X                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | X                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | X                        |    |     | 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 | X                        |    |     | 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 | X                        |    |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | X   | 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 |                          |    | X   | 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<br>✓ 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:<br>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.                                                            |          |

4/25/02

Page 9 of 9

Attachment: 2629 BARTLETT BLVD-MCCC OCTOBER CAR SHOW-2023 (3404 : MCCC October Car Show)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (11/1/2023) 1.1.a  
08/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Hagerty Insurance Agency, LLC<br>121 Drivers Edge<br><br>Traverse City MI 49684-1303 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (888) 216-2420<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                    |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Memphis Classic Chevy Club<br><br>6088 Yorkhill Drive<br><br>Bartlett TN 38135        | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Markel Insurance Company | 38970 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                    |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Markel Insurance Company                                                                     | 38970                                                                                                                                                                                                                                                                                                                                     |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                              |                                                                                                                                                                                                                                                                                                                                           |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                              |                                                                                                                                                                                                                                                                                                                                           |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                              |                                                                                                                                                                                                                                                                                                                                           |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                              |                                                                                                                                                                                                                                                                                                                                           |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                              |                                                                                                                                                                                                                                                                                                                                           |                               |        |                                     |       |            |  |            |  |            |  |            |  |            |  |

COVERAGES AK CERTIFICATE NUMBER: Cert ID 20153 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | CVG9915-03    | 09/08/2023              | 09/08/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | Y/N       | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Memphis Classic Chevy Club event to be held at City of Bartlett, W.J. Freeman Park, 2629 Bartlett Blvd, Bartlett TN 38134 on October 21st, 2023.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bartlett

6400 Stage Rd.

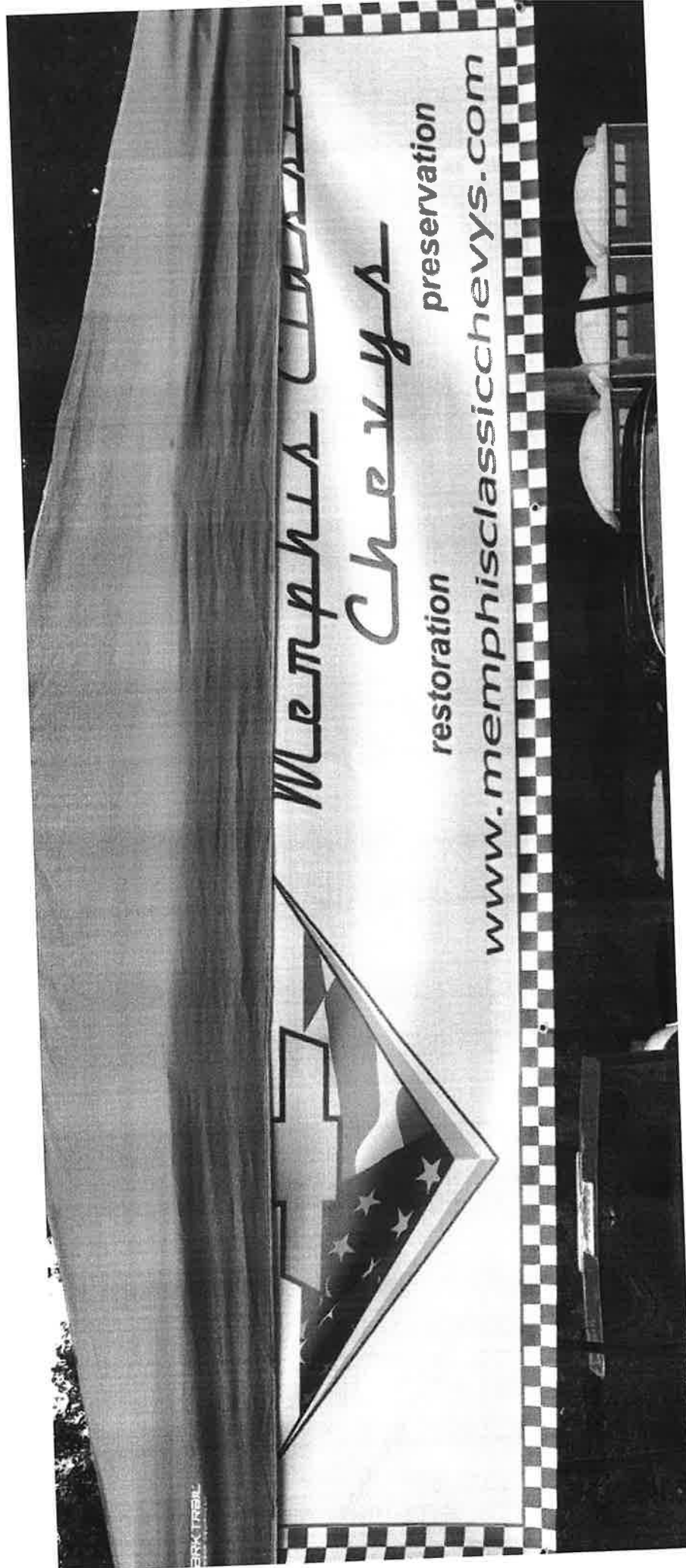
Bartlett TN 38134

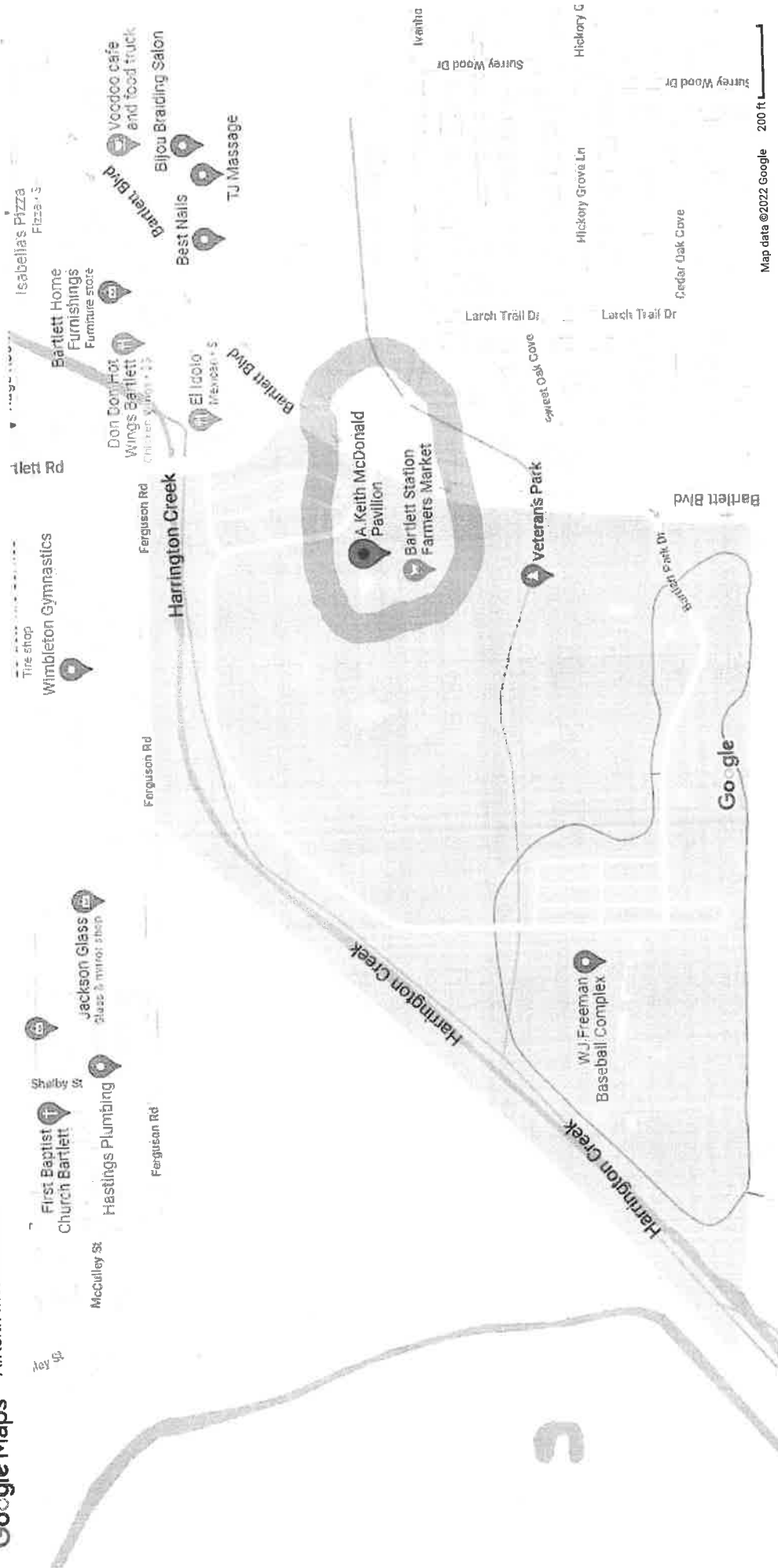
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

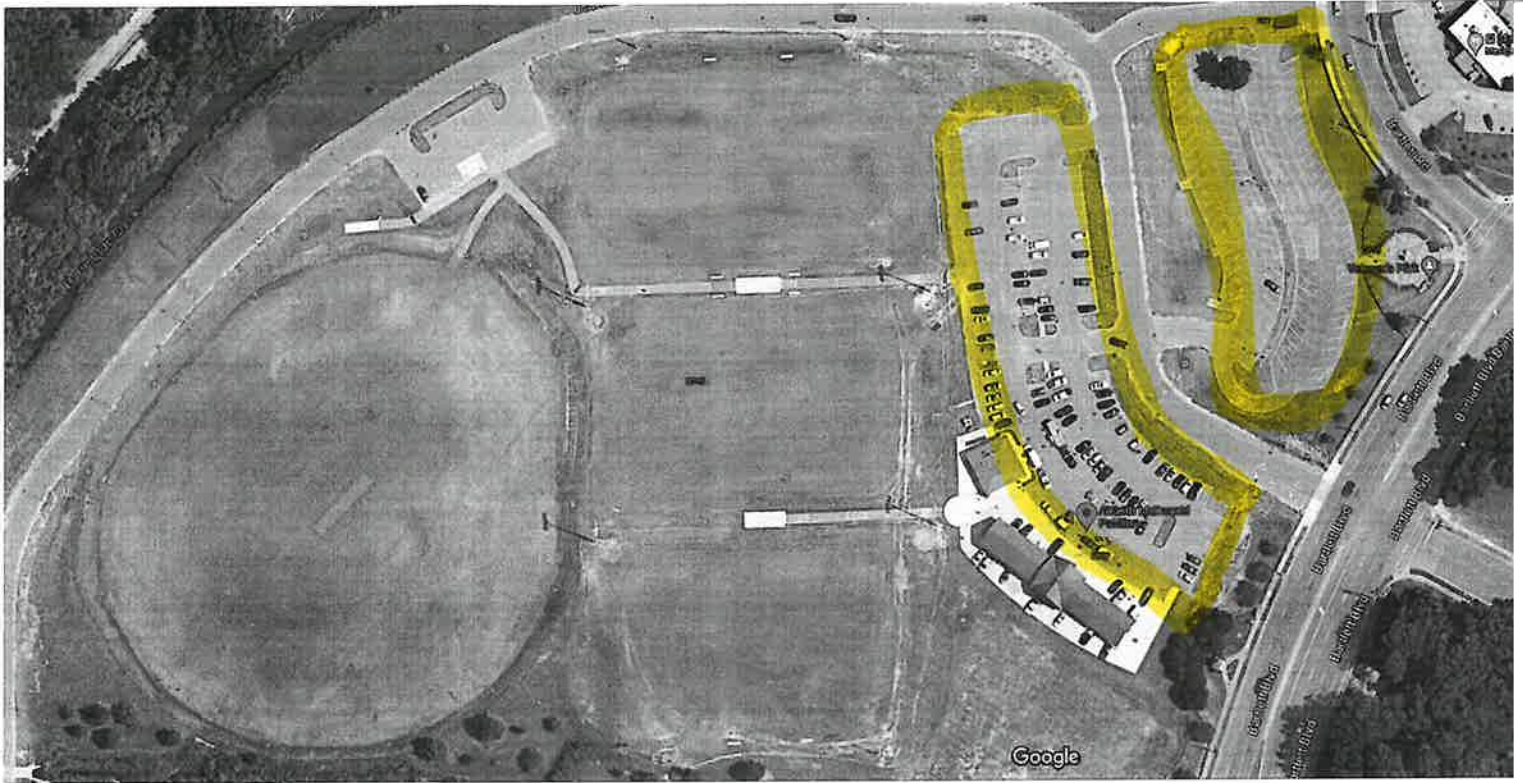
*Dan McGee*

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Google Maps A.Keith McDonald Pavilion



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, State of Arkansas, USDA/FPAC/GEO, Map data ©2023 50 ft



### A.Keith McDonald Pavilion

4.7 ★★★★★ (3)  
Park

Overview

Reviews

About



Directions



Save



Nearby



Send to  
phone



Share

✓ Dogs allowed



2629 Bartlett Blvd, Bartlett, TN 38134

Located in: W.J. Freeman Park



cityofbartlett.org



54XJ+M6 Bartlett, Tennessee



Claim this business



Suggest an edit

Add missing information

Popular times Mondays



David Parsons, *Mayor*  
 Shan Criswell, *Parks Director*  
 Paul Wright, *Assistant Parks Director*

**PARKS AND RECREATION**

August 21, 2023

City of Bartlett  
 Code Enforcement  
 6382 Stage Road  
 Bartlett, TN 38134

The Chevy Car Show has requested the use of A. Keith McDonald Pavilion and parking lot areas for their event. The event will be held Saturday, October 21, 2023, from 7:00am until 4:00pm.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Wright", is written over the word "Sincerely,".

Paul Wright  
 Assistant Director Parks and Recreation Department  
 City of Bartlett

cc: Paul Ferguson  
 901-734-7698  
[Fergie1021@bellsouth.net](mailto:Fergie1021@bellsouth.net)

Attachment: 2629 BARTLETT BLVD-MCCC OCTOBER CAR SHOW-2023 (3404 : MCCC October Car Show)



# BARTLETT POLICE DEPARTMENT

## Police Vehicles



1.3.a

### Project Description:

- The Police Department is seeking to purchase eight (8) 2023 Dodge Durango Police Sport Utility Vehicles in order to replace existing vehicles that have been taken out of service due to mechanical failures, accidents, and or age.

### State of Tennessee Purchase Contract Options:

- The State of Tennessee, Department of General Service Central Procurement Office has established a wide variety of purchasing contracts, which establishes a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these contracts by purchasing directly from the contractor in accordance with all applicable policies and procedures.

### Vendor Selection:

- Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock are requiring a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply for all Tennessee State Agencies and provides guaranteed discounted pricing.

### Equipment & Cost:

- We have spoken with the State of Tennessee Vehicle Contract Vendor, Columbia CDJR, and they have provided the state contracted price of \$39,592.00 per Patrol Vehicle and \$39,622 per Supervisor Vehicle.
- The Police Department respectfully requests to purchase eight (8) 2023 Dodge Durango Police Sport Utility Vehicles from Columbia CDJR for \$316,796. Funding for this purchase is available in Account # 110.42100.935.

Thank you for your consideration.

A blue ink signature of Jeff Cox, Chief of Police.

Jeff Cox, Chief of Police

Chrysler Dodge Jeep RAM Fiat of Columbia  
106 S. James Campbell Boulevard  
Columbia, TN 38401



# QUOTE

**RAMQ4671-01**  
**Feb 22, 2023**

Tennessee State Wide Contract # 209

## Quoted To:

Chris Golden  
Bartlett Police Department  
3730 Appling Road  
Bartlett, TN 38133

## Prepared By:

Russell Alan Moles  
Regional Fleet Sales Manager

**Phone:** (901)385-5539  
**Fax:**

**Phone:** 865-719-0014  
**Email:** rmoles@cdjrcolumbia.com

## Base Vehicle & Options \$38,762.00

|                               |             |   |             |
|-------------------------------|-------------|---|-------------|
| 2023 DODGE DURANGO PPV V6 AWD | \$38,762.00 | 1 | \$38,762.00 |
|-------------------------------|-------------|---|-------------|

## Factory Installed Options & Charges \$830.00

|                                 |          |   |          |
|---------------------------------|----------|---|----------|
| PITCH BLACK EXTERIOR PAINT      | \$0.00   | 1 | \$0.00   |
| CLOTH BUCKET SEATS W/REAR VINYL | \$135.00 | 1 | \$135.00 |
| DEACTIVATE REAR DOORS/WINDOWS   | \$85.00  | 1 | \$85.00  |
| BLACK LEFT LED SPOT LAMP        | \$610.00 | 1 | \$610.00 |

## Dealership Options & Charges \$0.00

|                              |        |   |        |
|------------------------------|--------|---|--------|
| DRIVER DELIVERY TO END USER  | \$0.00 | 1 | \$0.00 |
| PACK - FIXED COST & OVERHEAD | \$0.00 | 1 | \$0.00 |

## Totals

|                    |                    |
|--------------------|--------------------|
| <b>Subtotal</b>    | <b>\$39,592.00</b> |
| <b>Tax</b>         | <b>\$0.00</b>      |
| <b>Shipping</b>    | <b>\$0.00</b>      |
| <b>Grand Total</b> | <b>\$39,592.00</b> |

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale  
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary  
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)  
Production Lead Times Vary by Model & Options are controlled by FCA Group  
Standard Color is White Unless Noted Otherwise

Created 2/22/2023

Reprinted 2/22/2023

Superseded : N

1 of 18

**Packet Pg. 29**

Attachment: Police Vehicles Purchase 091223 BMA (3410 : Police Vehicle Purchase, Dodge Durangos)



| Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD |                                      | Description |
|--------------------------------------------------------|--------------------------------------|-------------|
| Code                                                   |                                      |             |
| C1J                                                    | #7 Seat Foam Cushion                 |             |
| JKP                                                    | 12 Volt AUX Power Outlet - Front     |             |
| JJM                                                    | 12 Volt AUX Power Outlet - Rear      |             |
| JJ5                                                    | 130 MPH Maximum Speed Calibration    |             |
| JCF                                                    | 140 MPH Primary Cert. Speedometer    |             |
| WBN                                                    | 18X8.0 Black Steel Wheels            |             |
| DJC                                                    | 195MM Front Axle                     |             |
| DRH                                                    | 195MM Rear Axle                      |             |
| GXD                                                    | 2-Door Passive Entry, Frt Door Locks |             |
| BAJ                                                    | 220 Amp Alternator                   |             |
| NF4                                                    | 24.6 Gallon Fuel Tank                |             |
| TXQ                                                    | 255/60R18 BSW On/Off Road Tires      |             |
| CFN                                                    | 2nd Row 60/40 Folding Seat           |             |
| DLK                                                    | 3.45 Rear Axle Ratio                 |             |
| ERC                                                    | 3.6L V6 24V VVT Engine Upg I w/ESS   |             |
| CYD                                                    | 5 Passenger Seating                  |             |
| NAS                                                    | 50 State Emissions                   |             |
| RCG                                                    | 6 Speakers                           |             |
| BCZ                                                    | 650 Amp AGM Battery                  |             |
| XF2                                                    | 7 and 4 Pin Wiring Harness           |             |
| DFT                                                    | 8-Spd Auto 850RE Trans (Make)        |             |
| RFL                                                    | 8.4" Touchscreen Display             |             |
| MLX                                                    | Accent Color Lower Fascia            |             |
| RD3                                                    | Accent Color Shark Fin Antenna       |             |
| MRD                                                    | Accent Color Wheel Lip Molding       |             |
| GAK                                                    | Acoustic Windshield                  |             |
| CG3                                                    | Advanced Multistage Front Air Bags   |             |
| JMA                                                    | Air Filtering                        |             |
| RFP                                                    | Apple CarPlay                        |             |
| RHQ                                                    | Activ/Delphi Radio Manufacturer      |             |
| HAH                                                    | ATC w/3 Zone Temp Control            |             |
| LMG                                                    | Automatic Headlamps                  |             |
| BC1                                                    | Aux Battery                          |             |
| LH2                                                    | Aux Switches                         |             |
| MWT                                                    | AWD Badge                            |             |
| CTL                                                    | Base Door Trim Panel                 |             |
| MMG                                                    | Belt Moldings                        |             |
| MFA                                                    | Black Headlamp Bezels                |             |
| CHE                                                    | Black Headliner                      |             |
| CKJ                                                    | Black Vinyl Floor Covering           |             |
| XAN                                                    | Blind Spot and Cross Path Detection  |             |
| MNK                                                    | Body Color Door Handles              |             |
| MBP                                                    | body color upper fascia              |             |

| Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD |  | Code | Description                          |
|--------------------------------------------------------|--|------|--------------------------------------|
|                                                        |  | MBT  | Body Color/Accent Color Rear Fascia  |
|                                                        |  | WMH  | Bright Hub Caps                      |
|                                                        |  | XJM  | Capless Fuel Fill w/o Discriminator  |
|                                                        |  | CKN  | Cargo Compartment Carpet             |
|                                                        |  | CKT  | Cargo Tie Down Loops                 |
|                                                        |  | NDA  | Catalytic Converter                  |
|                                                        |  | X8S  | Center Console Parts Module          |
|                                                        |  | CGU  | Child Seat Anchor System-LATCH Ready |
|                                                        |  | XFH  | Class IV Receiver Hitch              |
|                                                        |  | *C5  | Cloth Bucket Seats w/ Shift Insert   |
|                                                        |  | DS7  | Conventional Differential Frt Axle   |
|                                                        |  | DS8  | Conventional Differential Rear Axle  |
|                                                        |  | CLG  | Covered Cargo Storage                |
|                                                        |  | GEG  | Deep Tint Sunscreen Glass            |
|                                                        |  | CF9  | Delete 3rd Row Seat                  |
|                                                        |  | X82  | Door Parts Module                    |
|                                                        |  | X8J  | Door Trim Panel Module               |
|                                                        |  | CGY  | Dvr Inflatable Knee-Bolster Air Bag  |
|                                                        |  | JJB  | Dual Note Electric Horns             |
|                                                        |  | MZJ  | Durango Bright Badge                 |
|                                                        |  | AZ1  | Durango Pursuit Vehicle              |
|                                                        |  | SBL  | Electric Power Steering              |
|                                                        |  | BNB  | Electronic Stability Control         |
|                                                        |  | XAX  | Engine Hour Meter                    |
|                                                        |  | NHA  | Engine Oil Cooler                    |
|                                                        |  | LSE  | Enhanced Accident Response System    |
|                                                        |  | XFX  | Equipment Mounting Bracket           |
|                                                        |  | NHJ  | Exterior Mirrors w/Heating Element   |
|                                                        |  | X72  | Exterior Plastics Module             |
|                                                        |  | TZF  | Firestone Brand Tires                |
|                                                        |  | X9H  | For More Info, Call 800-643-2112     |
|                                                        |  | BNR  | Four Wheel Traction Control          |
|                                                        |  | LBR  | Front & Rear Interior LED Lamps      |
|                                                        |  | GCB  | Front Door Tinted Glass              |
|                                                        |  | X83  | Front End Parts Module               |
|                                                        |  | X8W  | Front Fascias Parts Module           |
|                                                        |  | MDA  | Front License Plate Bracket          |
|                                                        |  | LAX  | Front Passenger Seat Belt Alert      |
|                                                        |  | X89  | Front Suspension Damper Parts Module |
|                                                        |  | X84  | Front Suspension Parts Module        |
|                                                        |  | CDW  | Frt Pass Forward Fold Flat Seat      |
|                                                        |  | WKB  | Full Size Matching Spare Wheel       |
|                                                        |  | TBW  | Full Size Spare Tire w/Matching Whl  |

| Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD |                                      | Description |
|--------------------------------------------------------|--------------------------------------|-------------|
| Code                                                   |                                      |             |
| X73                                                    | Glass Module II                      |             |
| LE7                                                    | Gloss Black Exterior Mirrors         |             |
| MAK                                                    | Gloss Black Grille W/Granite Inner   |             |
| LBC                                                    | Glove Box Lamp                       |             |
| RF5                                                    | Google Android Auto                  |             |
| JLP                                                    | GPS Antenna Input                    |             |
| Z6K                                                    | GVW Rating - 6500#                   |             |
| X8F                                                    | Hard Trim Module                     |             |
| X8Y                                                    | Headliner Parts Module               |             |
| NMC                                                    | Heavy Duty Engine Cooling            |             |
| BNG                                                    | Hill Start Assist                    |             |
| HGA                                                    | Hood Insulation                      |             |
| XE2                                                    | I/P Mounted Elec Shifter             |             |
| LAC                                                    | Illuminated Entry                    |             |
| JB5                                                    | Instr. Panel Platinum Chrome Bezel   |             |
| JAA                                                    | Instrument Panel                     |             |
| X81                                                    | Instrument Panel Parts Module        |             |
| RTF                                                    | Integrated Center Stack Radio        |             |
| XRB                                                    | Integrated Voice Command w/Bluetooth |             |
| CSV                                                    | Interior Assist Handles              |             |
| X8T                                                    | Interior Trim Module                 |             |
| GAP                                                    | Laminated Front Door Glass           |             |
| LMZ                                                    | LED Daytime Running Headlamps        |             |
| LM6                                                    | LED Low/High Beam Headlamps          |             |
| LA3                                                    | LED Taillamps w/Red Accents          |             |
| X8G                                                    | Load Floor Parts Module              |             |
| CXG                                                    | Lock On Sync Tire Press Sensor       |             |
| RSF                                                    | Media Hub (2 USB, Aux)               |             |
| CZX                                                    | Mini Console Police                  |             |
| APA                                                    | Monotone Paint                       |             |
| XA8                                                    | Non Adjustable Pedals                |             |
| GXQ                                                    | Non-Key Alike Fobs                   |             |
| CUN                                                    | Overhead Console                     |             |
| XH3                                                    | ParkSense Rr Park Assist w/Stop      |             |
| XAC                                                    | ParkView Rear Back-up Camera         |             |
| CSR                                                    | Passenger Assist Handles             |             |
| SCJ                                                    | Perforated Leather Wrapped Strg Whl  |             |
| BR9                                                    | Police ABS 4-Wheel Hd Disc Brakes    |             |
| AYF                                                    | Police Group                         |             |
| SDB                                                    | Police Tuned Suspension              |             |
| JPU                                                    | Power 4-Way Driver Lumbar Adjust     |             |
| JPR                                                    | Power 8-Way Dvr/Manual Pass Seat     |             |
| JKY                                                    | Power Accessory Delay                |             |

| Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD |                                       |
|--------------------------------------------------------|---------------------------------------|
| Code                                                   | Description                           |
| GTS                                                    | Power Heated Mirrors, Fold-Away       |
| JPB                                                    | Power Locks                           |
| JAJ                                                    | Premium Instrument Cluster w/Tach     |
| HGP                                                    | Premium Insulation Group              |
| XPF                                                    | Protective Coating and Remover        |
| XJ7                                                    | Push-Push Fuel Filler Door            |
| GX4                                                    | Pushbutton Start                      |
| JP3                                                    | Pwr Front Windows, 1-Touch, Up & Down |
| XFC                                                    | R1234YF A/C Refrigerant               |
| BHC                                                    | Rain Brake Support                    |
| BHD                                                    | Ready Alert Braking                   |
| HBB                                                    | Rear Air Conditioning w/Heater        |
| X8U                                                    | Rear Fascias Parts Module             |
| SES                                                    | Rear Load Leveling Suspension         |
| X91                                                    | Rear Suspension Damper Parts Module   |
| X85                                                    | Rear Suspension Parts Module          |
| GNK                                                    | Rear View Auto Dim Mirror             |
| GFA                                                    | Rear Window Defroster                 |
| JHB                                                    | Rear Window Wiper/Washer              |
| GXM                                                    | Remote Keyless Entry                  |
| X8Z                                                    | Seat Parts Module                     |
| AXR                                                    | Secure Park Package                   |
| XX7                                                    | Selectable Steering Modes             |
| GXX                                                    | Sentry Key Theft Deterrent System     |
| MRF                                                    | Sill Molding                          |
| DHY                                                    | Single Speed Transfer Case            |
| X9B                                                    | SiriusXM Radio Service                |
| RSD                                                    | SiriusXM Satellite Radio              |
| AHV                                                    | Special Service Group                 |
| NHM                                                    | Speed Control                         |
| LNQ                                                    | Spot Lamp Wiring Prep                 |
| RDZ                                                    | Steering Wheel Mounted Audio Ctrls    |
| XHZ                                                    | Stop-Start Dual Battery System        |
| GNV                                                    | Sun Visors w/Vanity Mirror            |
| XSV                                                    | Super Nova Hydro Interior Accents     |
| CJ5                                                    | Supp. Side Curtain All Rows Air Bags  |
| CJ1                                                    | Supplemental Frt Seat Side Air Bags   |
| CGS                                                    | Supplemental Side Air Bags            |
| JFJ                                                    | Temperature & Compass Gauge           |
| SUD                                                    | Tilt/Telescope Steering Column        |
| GBB                                                    | Tinted Windshield Glass               |
| XBN                                                    | Tip Start                             |
| X88                                                    | Tire & Wheel Parts Module             |

| Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD |                                    |
|--------------------------------------------------------|------------------------------------|
| Code                                                   | Description                        |
| XGM                                                    | Tire Pressure Monitoring Display   |
| BNT                                                    | Trailer Sway Damping               |
| NHQ                                                    | Transmission Heater                |
| CD4                                                    | Tungsten Interior Accent Stitch    |
| UAM                                                    | Uconnect 4 with 8.4" Display       |
| XXS                                                    | Upfitter Electronic Module (VSIM)  |
| RF7                                                    | USB Host Flip                      |
| JHA                                                    | Var Intermittent Windshield Wipers |
| LAZ                                                    | Vehicle Information Center         |



**TENNESSEE DEPARTMENT OF REVENUE**  
**Sales and Use Tax**  
**Government Certificate of Exemption**

RV-F1301301 (9/22)

TO: Vendor's Name TT of Columbia, Inc - DBA Columbia Chrysler Dodge Jeep RAM Fiat  
Vendor's Address 106 South James Campbell Boulevard - Columbia TN 38401

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

TT of Columbia Inc  
106 S James Campbell Blvd  
Columbia, TN 38401

Vendor ID: 0000141027

**Contract Number: 0000000000000000000076189**

Title: SWC209 Vehicles

Start Date : October 01, 2022 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
 Department of General Services, Central Procurement Office  
 Contract Administrator: Michael Neely  
 3rd Floor, William R Snodgrass, Tennessee Tower  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243-1102  
 Phone:  
 Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000187716  
*Police Vehicles, CDJR, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 2**

Item ID: 1000187717  
*Sedans, CDJR, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 3**

Item ID: 1000187718  
*Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 4**

Item ID: 1000187719  
*Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 5**

Item ID: 1000187720  
*Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 6**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
 Unit of Measure: EA

APPROVED:



Digitally signed by Michael F. Perry  
 DN cn=Michael F. Perry, o=State of  
 Tennessee, ou=Central Procurement  
 Office, email=mike.perry@tn.gov, c=US  
 Date: 2022.09.12 08:57:05 -05'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by  
 Mike Neely  
 Date: 2022.09.09  
 07:29:01 -05'00'

PURCHASING AGENT

DATE

Attachment: Police Vehicles Purchase 091223 BMA (3410 : Police Vehicle Purchase, Dodge Durangos)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>TT OF COLUMBIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                    |
| <b>2</b> Business name/disregarded entity name, if different from above<br><b>dba COLUMBIA CHRYSLER DODGE JEEP RAM FIAT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/><br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br/><br/> <input type="checkbox"/> Other (see instructions) ► _____         </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div> | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>106 S JAMES CAMPBELL BLVD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Requester's name and address (optional)</b><br><br>_____<br>_____                                                                                                                                                                                                               |
| <b>6</b> City, state, and ZIP code<br><b>COLUMBIA TN 38401</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)<br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                    |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |     |     |   |     |     |   |     |     |     |
|---------------------------------------|-----|-----|---|-----|-----|---|-----|-----|-----|
| <b>Social security number</b>         |     |     |   |     |     |   |     |     |     |
| [ ]                                   | [ ] | [ ] | - | [ ] | [ ] | - | [ ] | [ ] | [ ] |
| <b>or</b>                             |     |     |   |     |     |   |     |     |     |
| <b>Employer identification number</b> |     |     |   |     |     |   |     |     |     |
| 27                                    | [ ] | -   | 5 | 2   | 1   | 7 | 2   | 5   | 8   |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                                  |                       |
|------------------|--------------------------------------------------|-----------------------|
| <b>Sign Here</b> | Signature of U.S. person ► <b>SHANIE CHOWBAY</b> | Date ► <b>7-18-22</b> |
|------------------|--------------------------------------------------|-----------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Attachment: Police Vehicles Purchase 091223 BMA (3410 : Police Vehicle Purchase, Dodge Durangos)

## State of Tennessee (State)

## CDJR- 2023 Model Year Fleet (1 Year Fixed) Pricing

| Dealer Name:            |              |                                      |                    | Required Entry for MSRP                             |  | Required Entry |
|-------------------------|--------------|--------------------------------------|--------------------|-----------------------------------------------------|--|----------------|
| Model                   | Model Number | Description                          | MSRP               | State Government Fleet Price (1 Year Fixed Pricing) |  |                |
| <b>EXAMPLE ONLY:</b>    |              |                                      | <b>\$31,000.00</b> | <b>\$25,750.00</b>                                  |  |                |
| POLICE PURSUIT SEDAN    |              |                                      |                    |                                                     |  |                |
|                         | LDDE48       | Charger Police RWD V8 (Police Spec)  | \$ 45,400.00       | \$35,273.00                                         |  |                |
|                         | LDDE48       | Charger Police RWD V8 (Admin Spec)   | \$ 45,100.00       | \$34,909.00                                         |  |                |
|                         | LDDE48       | Charger Police AWD V6 (Police Spec)  | \$ 44,950.00       | \$34,717.00                                         |  |                |
|                         | LDEF48       | Charger Police AWD V6 (Admin Spec)   | \$ 44,650.00       | \$34,357.00                                         |  |                |
| POLICE PURSUIT SUV      |              |                                      |                    |                                                     |  |                |
|                         | WDEE75       | DURANGO PPV - AWD - 3.6L V6          | \$ 44,170.00       | \$38,762.00                                         |  |                |
|                         | WDEE75       | DURANGO PPV - AWD - 5.7L V8 HEMI     | \$ 47,165.00       | \$41,353.00                                         |  |                |
| SPECIAL SERVICE VEHICLE |              |                                      |                    |                                                     |  |                |
|                         | DS6T98       | RAM 1500 CREW 4X4 SSV - V8           | \$ 50,630.00       | \$37,023.00                                         |  |                |
|                         |              |                                      |                    |                                                     |  |                |
|                         | DJ7L91       | RAM 2500 CREW 4X4 SSV - SWB - GAS    | \$ 52,920.00       | \$48,828.00                                         |  |                |
|                         | DJ7L91       | RAM 2500 CREW 4X4 SSV - SWB - DIESEL | \$ 62,515.00       | \$57,288.00                                         |  |                |
|                         | DJ7L92       | RAM 2500 CREW 4X4 SSV - LWB - GAS    | \$ 53,120.00       | \$48,985.00                                         |  |                |
|                         | DJ7L92       | RAM 2500 CREW 4X4 SSV - LWB - DIESEL | \$ 62,715.00       | \$57,439.00                                         |  |                |
|                         |              |                                      |                    |                                                     |  |                |
|                         | D28L91       | RAM 3500 CREW 4X4 SSV - SWB - GAS    | \$ 54,050.00       | \$49,910.00                                         |  |                |
|                         | D28L91       | RAM 3500 CREW 4X4 SSV - LWB - DIESEL | \$ 63,645.00       | \$58,362.00                                         |  |                |
|                         | D28L92       | RAM 3500 CREW 4X4 SSV - SWB - GAS    | \$ 54,250.00       | \$50,082.00                                         |  |                |
|                         | D28L92       | RAM 3500 CREW 4X4 SSV - LWB - DIESEL | \$ 63,845.00       | \$58,495.00                                         |  |                |
| CHRYSLER 300            |              |                                      |                    |                                                     |  |                |
|                         | LXCH48       | 300 Touring RWD                      | \$ 35,140.00       | \$33,123.00                                         |  |                |
|                         | LXCT48       | 300 Touring L RWD                    | \$ 38,340.00       | \$35,717.00                                         |  |                |
|                         | LXFI48       | 300 Touring AWD                      | \$ 37,890.00       | \$35,641.00                                         |  |                |
|                         | LXFT48       | 300 Touring L AWD                    | \$ 40,590.00       | \$37,752.00                                         |  |                |
| CHRYSLER PACIFICA       |              |                                      |                    |                                                     |  |                |
|                         | RUCR53       | PACIFICA TOURING                     | \$ 38,615.00       | \$37,730.00                                         |  |                |
|                         | RUCH53       | PACIFICA TOURING L                   | \$ 42,230.00       | \$40,270.00                                         |  |                |
|                         | RUJH53       | PACIFICA TOURING LAWD                | \$ 45,225.00       | \$42,839.00                                         |  |                |
|                         | RUFT53       | PACIFICA LIMITED AWD                 | \$ 52,245.00       | \$49,262.00                                         |  |                |
|                         | RUJH53       | PACIFICA TOURING L HYBRID            | \$ 51,590.00       | \$49,861.00                                         |  |                |
|                         | RUFT53       | PACIFICA LIMITED HYBRID              | \$ 55,090.00       | \$52,470.00                                         |  |                |
| JEEP GLADIATOR          |              |                                      |                    |                                                     |  |                |
|                         | JTJL98       | GLADIATOR SPORT 4X4                  | \$ 40,360.00       | \$39,051.00                                         |  |                |
|                         | JTJP98       | GLADIATOR OVERLAND 4X4               | \$ 49,690.00       | \$46,284.00                                         |  |                |
| JEEP GRAND CHEROKEE     |              |                                      |                    |                                                     |  |                |
|                         | WLTH74       | GRAND CHEROKEE (2-ROW) LAREDO 4X2    | \$ 40,795.00       | \$39,502.00                                         |  |                |

|                               |        |                                             |              |             |
|-------------------------------|--------|---------------------------------------------|--------------|-------------|
| JEEP WRANGLER                 | WLJH74 | GRAND CHEROKEE (2-ROW) LAREDO 4X4           | \$ 43,490.00 | \$42,045.00 |
|                               | WLT74  | GRAND CHEROKEE (2-ROW) LIMITED 4X2          | \$ 47,615.00 | \$44,975.00 |
|                               | WLJP74 | GRAND CHEROKEE (2-ROW) LIMITED 4X4          | \$ 50,310.00 | \$47,448.00 |
|                               | WLTH75 | GRAND CHEROKEE L (3-ROW) LIMITED 4X2        | \$ 42,795.00 | \$41,349.00 |
|                               | WLJH75 | GRAND CHEROKEE L (3-ROW) LAREDO 4X4         | \$ 45,490.00 | \$44,105.00 |
|                               | WLT75  | GRAND CHEROKEE L (3-ROW) LIMITED 4X2        | \$ 49,615.00 | \$47,028.00 |
|                               | WLJP75 | GRAND CHEROKEE L (3-ROW) LIMITED 4X4        | \$ 52,310.00 | \$49,768.00 |
|                               | JLJL72 | WRANGLER SPORT 2-DOOR                       | \$ 33,580.00 | \$32,192.00 |
|                               | JLJS72 | WRANGLER RUBICON 2-DOOR                     | \$ 44,690.00 | \$41,554.00 |
|                               | JLJL74 | WRANGLER UNLIMITED SPORT 4-DOOR             | \$ 37,450.00 | \$36,061.00 |
| CLASSIC RAM 1500 REG CAB 4X2  | JLJP74 | WRANGLER UNLIMITED SAHARA 4-DOOR            | \$ 45,700.00 | \$42,505.00 |
|                               | JLXP74 | WRANGLER UNLIMITED SAHARA 4XE (ELECTRIC)    | \$ 58,145.00 | \$58,300.00 |
|                               | JLJL74 | WRANGLER UNLIMITED SPORT (RIGHT-HAND-DRIVE) | \$ 47,190.00 | \$46,261.00 |
|                               | DS1L62 | 1500 REG 4X2 TRADESMAN - LWB - V6           | \$ 33,135.00 | \$29,553.00 |
|                               | DS1L62 | 1500 REG 4X2 TRADESMAN - LWB - V8           | \$ 36,130.00 | \$32,251.00 |
|                               | DS1H62 | 1500 REG 4X2 SLT - LWB - V6                 | \$ 38,675.00 | \$33,564.00 |
|                               | DS1H62 | 1500 REG 4X2 SLT - LWB - V8                 | \$ 41,670.00 | \$36,225.00 |
|                               | DS6L62 | 1500 REG 4X4 TRADESMAN - LWB - V6           | \$ 40,735.00 | \$36,285.00 |
|                               | DS6L62 | 1500 REG 4X4 TRADESMAN - LWB - V8           | \$ 43,730.00 | \$38,983.00 |
|                               | DS6H62 | 1500 REG 4X4 SLT - LWB - V6                 | \$ 43,890.00 | \$38,275.00 |
| CLASSIC RAM 1500 REG CAB 4X4  | DS6H62 | 1500 REG 4X4 SLT - LWB - V8                 | \$ 46,885.00 | \$40,943.00 |
|                               | DS1L41 | 1500 QUAD 4X2 TRADESMAN - V6                | \$ 38,760.00 | \$33,676.00 |
|                               | DS1L41 | 1500 QUAD 4X2 TRADESMAN - V8                | \$ 41,755.00 | \$36,317.00 |
|                               | DS1H41 | 1500 QUAD 4X2 SLT - V6                      | \$ 43,490.00 | \$36,918.00 |
|                               | DS1H41 | 1500 QUAD 4X2 SLT - V8                      | \$ 46,485.00 | \$39,580.00 |
|                               | DS6L41 | 1500 QUAD 4X4 TRADESMAN- V6                 | \$ 43,000.00 | \$37,393.00 |
|                               | DS6L41 | 1500 QUAD 4X4 TRADESMAN - V8                | \$ 45,995.00 | \$40,009.00 |
|                               | DS6H41 | 1500 QUAD 4X4 SLT - V6                      | \$ 47,730.00 | \$40,671.00 |
|                               | DS6H41 | 1500 QUAD 4X4 SLT - V8                      | \$ 50,725.00 | \$43,318.00 |
|                               | DS1L98 | 1500 CREW 4X2 TRADESMAN - SWB - V6          | \$ 41,460.00 | \$36,022.00 |
| CLASSIC RAM 1500 CREW CAB 4X2 | DS1L98 | 1500 CREW 4X2 TRADESMAN - SWB - V8          | \$ 44,455.00 | \$38,723.00 |
|                               | DS1L91 | 1500 CREW 4X2 TRADESMAN - LWB - V8          | \$ 41,760.00 | \$36,351.00 |
|                               | DS1H98 | 1500 CREW 4X2 SLT - SWB - V6                | \$ 46,190.00 | \$39,288.00 |
|                               | DS1H98 | 1500 CREW 4X2 SLT - SWB - V8                | \$ 49,185.00 | \$41,980.00 |
|                               | DS1H91 | 1500 CREW 4X2 SLT - LWB- V8                 | \$ 46,490.00 | \$39,649.00 |
|                               | DS6L98 | 1500 CREW 4X4 TRADESMAN - SWB - V6          | \$ 45,700.00 | \$39,859.00 |
|                               | DS6L98 | 1500 CREW 4X4 TRADESMAN - SWB - V8          | \$ 48,695.00 | \$42,574.00 |
|                               | DS6L91 | 1500 CREW 4X4 TRADESMAN - LWB - V8          | \$ 46,000.00 | \$40,175.00 |
|                               | DS6H98 | 1500 CREW 4X4 SLT - SWB - V6                | \$ 50,430.00 | \$43,009.00 |
|                               | DS6H98 | 1500 CREW 4X4 SLT - SWB - V8                | \$ 53,425.00 | \$45,691.00 |
| ALL NEW RAM 1500 QUAD 4X2     | DS6H91 | 1500 CREW 4X4 SLT - LWB - V8                | \$ 50,730.00 | \$43,472.00 |
|                               |        |                                             |              |             |

|        |                                                 |    |           |             |
|--------|-------------------------------------------------|----|-----------|-------------|
| DT1L41 | ALL NEW 1500 QUAD 4X2 TRADESMAN - V6            | \$ | 39,110.00 | \$34,755.00 |
| DT1L41 | ALL NEW 1500 QUAD 4X2 TRADESMAN - V8            | \$ | 42,105.00 | \$37,404.00 |
| DT1H41 | ALL NEW 1500 QUAD 4X2 BIG HORN - V6             | \$ | 44,325.00 | \$39,196.00 |
| DT1H41 | ALL NEW 1500 QUAD 4X2 BIG HORN - V8             | \$ | 47,320.00 | \$41,821.00 |
| DT6L41 | ALL NEW 1500 QUAD 4X4 TRADESMAN - V6            | \$ | 43,450.00 | \$38,644.00 |
| DT6L41 | ALL NEW 1500 QUAD 4X4 TRADESMAN - V8            | \$ | 46,445.00 | \$41,288.00 |
| DT6H41 | ALL NEW 1500 QUAD 4X4 BIG HORN - V6             | \$ | 48,665.00 | \$43,118.00 |
| DT6H41 | ALL NEW 1500 QUAD 4X4 BIG HORN - V8             | \$ | 51,660.00 | \$45,729.00 |
| DT1L98 | ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V6      | \$ | 41,810.00 | \$37,235.00 |
| DT1L98 | ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V8      | \$ | 44,805.00 | \$39,880.00 |
| DT1L91 | ALL NEW 1500 CREW 4X2 TRADESMAN - LWB - V8      | \$ | 45,105.00 | \$40,198.00 |
| DT1H98 | ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V6       | \$ | 47,025.00 | \$41,628.00 |
| DT1H98 | ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V8       | \$ | 50,020.00 | \$44,337.00 |
| DT1H91 | ALL NEW 1500 CREW 4X2 BIG HORN - LWB - V8       | \$ | 50,320.00 | \$44,635.00 |
| DT6L98 | ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V6      | \$ | 46,150.00 | \$41,202.00 |
| DT6L98 | ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V8      | \$ | 49,145.00 | \$43,873.00 |
| DT6L91 | ALL NEW 1500 CREW 4X4 TRADESMAN - LWB - V8      | \$ | 49,445.00 | \$44,154.00 |
| DT6H98 | ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V6       | \$ | 51,265.00 | \$45,516.00 |
| DT6H98 | ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V8       | \$ | 54,260.00 | \$48,224.00 |
| DT6H91 | ALL NEW 1500 CREW 4X4 BIG HORN - LWB - V8       | \$ | 54,560.00 | \$48,504.00 |
| DJ2L62 | 2500 REG 4X2 TRADESMAN - STD. OEM GAS           | \$ | 47,065.00 | \$43,236.00 |
| DJ2L62 | 2500 REG 4X2 TRADESMAN - STD. OEM DIESEL        | \$ | 56,660.00 | \$51,789.00 |
| DJ2H62 | 2500 REG 4X2 BIG HORN - STD. OEM GAS            | \$ | 52,030.00 | \$47,520.00 |
| DJ2H62 | 2500 REG 4X2 BIG HORN - STD. OEM DIESEL         | \$ | 61,625.00 | \$56,028.00 |
| DJ7L62 | 2500 REG 4X4 TRADESMAN - STD. OEM GAS           | \$ | 50,140.00 | \$45,931.00 |
| DJ7L62 | 2500 REG 4X4 TRADESMAN - STD. OEM DIESEL        | \$ | 59,735.00 | \$54,468.00 |
| DJ7H62 | 2500 REG 4X4 BIG HORN - STD. OEM GAS            | \$ | 53,140.00 | \$48,445.00 |
| DJ7H62 | 2500 REG 4X4 BIG HORN - STD. OEM DIESEL         | \$ | 62,735.00 | \$56,988.00 |
| DJ2L91 | 2500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS    | \$ | 49,155.00 | \$45,461.00 |
| DJ2L91 | 2500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL | \$ | 58,750.00 | \$53,983.00 |
| DJ2L92 | 2500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS    | \$ | 49,355.00 | \$45,635.00 |
| DJ2L92 | 2500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL | \$ | 58,950.00 | \$54,171.00 |
| DJ2H91 | 2500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS     | \$ | 54,595.00 | \$49,950.00 |
| DJ2H91 | 2500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL  | \$ | 64,190.00 | \$58,477.00 |
| DJ2H92 | 2500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS     | \$ | 54,795.00 | \$50,123.00 |
| DJ2H92 | 2500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL  | \$ | 64,390.00 | \$58,647.00 |
| DJ7L91 | 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS    | \$ | 52,230.00 | \$48,039.00 |
| DJ7L91 | 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL | \$ | 61,825.00 | \$56,601.00 |
| DJ7L92 | 2500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS    | \$ | 52,430.00 | \$48,172.00 |
| DJ7L92 | 2500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL | \$ | 62,025.00 | \$56,771.00 |
| DJ7H91 | 2500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS     | \$ | 57,670.00 | \$52,633.00 |

|                                      |        |                                                                             |    |           |             |
|--------------------------------------|--------|-----------------------------------------------------------------------------|----|-----------|-------------|
| RAM 2500 MEGA 4X4                    | DJ7H91 | 2500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 67,265.00 | \$61,153.00 |
|                                      | DJ7H92 | 2500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 57,870.00 | \$52,801.00 |
|                                      | DJ7H92 | 2500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 67,465.00 | \$61,357.00 |
| RAM 2500 MEGA 4X4                    | DJ7H81 | 2500 MEGA 4X4 BIG HORN - STD. OEM GAS                                       | \$ | 59,185.00 | \$54,031.00 |
|                                      | DJ7H81 | 2500 MEGA 4X4 BIG HORN - STD. OEM DIESEL                                    | \$ | 68,780.00 | \$62,611.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG 4X2                     | DJ7P81 | 2500 MEGA 4X4 LARAMIE - STD. OEM GAS                                        | \$ | 67,450.00 | \$61,194.00 |
|                                      | DJ7P81 | 2500 MEGA 4X4 LARAMIE - STD. OEM DIESEL                                     | \$ | 77,045.00 | \$69,713.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG 4X2                     | D23L62 | 3500 REG 4X2 TRADESMAN - STD. OEM GAS                                       | \$ | 48,315.00 | \$44,433.00 |
|                                      | D23L62 | 3500 REG 4X2 TRADESMAN - STD. OEM DIESEL                                    | \$ | 57,910.00 | \$52,965.00 |
|                                      | D23H62 | 3500 REG 4X2 BIG HORN - STD. OEM GAS                                        | \$ | 51,315.00 | \$46,766.00 |
| RAM 3500 REG 4X4                     | D23H62 | 3500 REG 4X2 BIG HORN - STD. OEM DIESEL                                     | \$ | 60,910.00 | \$55,313.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D28L62 | 3500 REG 4X4 TRADESMAN - STD. OEM GAS                                       | \$ | 51,235.00 | \$47,005.00 |
| RAM 3500 CREW 4X2                    | D28L62 | 3500 REG 4X4 TRADESMAN - STD. OEM DIESEL                                    | \$ | 60,830.00 | \$55,540.00 |
|                                      | D28H62 | 3500 REG 4X4 BIG HORN - STD. OEM GAS                                        | \$ | 54,235.00 | \$49,346.00 |
|                                      | D28H62 | 3500 REG 4X4 BIG HORN - STD. OEM DIESEL                                     | \$ | 63,830.00 | \$57,881.00 |
| RAM 3500 CREW 4X2                    | D23L91 | 3500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS                                | \$ | 50,325.00 | \$46,545.00 |
|                                      | D23L91 | 3500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL                             | \$ | 59,920.00 | \$55,088.00 |
|                                      | D23L92 | 3500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS                                | \$ | 50,525.00 | \$46,481.00 |
| RAM 3500 CREW 4X4                    | D23L92 | 3500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL                             | \$ | 60,120.00 | \$55,007.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D23H91 | 3500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS                                 | \$ | 55,765.00 | \$51,318.00 |
| RAM 3500 CREW 4X4                    | D23H91 | 3500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 65,360.00 | \$59,844.00 |
|                                      | D23H92 | 3500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 55,965.00 | \$51,193.00 |
|                                      | D23H92 | 3500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 65,560.00 | \$59,718.00 |
| RAM 3500 CREW 4X4                    | D28L91 | 3500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS                                | \$ | 53,350.00 | \$49,231.00 |
|                                      | D28L91 | 3500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL                             | \$ | 62,945.00 | \$57,776.00 |
|                                      | D28L92 | 3500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS                                | \$ | 53,550.00 | \$49,089.00 |
| RAM 3500 CREW 4X4                    | D28L92 | 3500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL                             | \$ | 63,145.00 | \$57,646.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D28H91 | 3500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS                                 | \$ | 58,785.00 | \$53,958.00 |
| RAM 3500 MEGA 4X4                    | D28H91 | 3500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 68,380.00 | \$62,493.00 |
|                                      | D28H92 | 3500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 58,990.00 | \$53,867.00 |
|                                      | D28H92 | 3500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 68,585.00 | \$62,411.00 |
| RAM 3500 MEGA 4X4                    | D28H81 | 3500 MEGA 4X4 BIG HORN - STD. OEM GAS                                       | \$ | 60,300.00 | \$55,225.00 |
|                                      | D28H81 | 3500 MEGA 4X4 BIG HORN - STD. OEM DIESEL                                    | \$ | 69,895.00 | \$63,827.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | D28P81 | 3500 MEGA 4X4 LARAMIE - STD. OEM GAS                                        | \$ | 68,570.00 | \$62,316.00 |
|                                      | D28P81 | 3500 MEGA 4X4 LARAMIE - STD. OEM DIESEL                                     | \$ | 78,165.00 | \$70,862.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | DF3L63 | 3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR  | \$ | 46,950.00 | \$42,058.00 |
|                                      | DF3L93 | 3500 CREW CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR | \$ | 48,155.00 | \$43,215.00 |
|                                      | DF8L63 | 3500 REG CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR  | \$ | 50,155.00 | \$45,056.00 |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | DF8L93 | 3500 CREW CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR | \$ | 53,800.00 | \$48,242.00 |
|                                      |        |                                                                             |    |           |             |
|                                      |        |                                                                             |    |           |             |

Packet Pg. 44

|                               |        |                                                                  |              |             |
|-------------------------------|--------|------------------------------------------------------------------|--------------|-------------|
| RAM 4500 REG CAB CHASSIS 4X4  | DP4L66 | 4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL       | \$ 63,950.00 | \$56,958.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ 54,985.00 | \$49,176.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ 65,080.00 | \$58,606.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ 55,190.00 | \$49,377.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ 65,285.00 | \$58,545.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ 55,390.00 | \$49,529.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ 65,485.00 | \$58,778.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ 55,590.00 | \$49,724.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ 65,685.00 | \$58,939.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS           | \$ 57,225.00 | \$50,831.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL        | \$ 67,320.00 | \$59,883.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS           | \$ 57,430.00 | \$51,018.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL        | \$ 67,525.00 | \$60,068.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS          | \$ 57,630.00 | \$51,191.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL       | \$ 67,725.00 | \$60,253.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS          | \$ 57,830.00 | \$51,370.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL       | \$ 67,925.00 | \$60,415.00 |
| RAM 4500 CREW CAB CHASSIS 4X2 | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ 53,030.00 | \$47,447.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ 63,125.00 | \$56,672.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ 53,230.00 | \$47,597.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ 63,325.00 | \$56,858.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS          | \$ 57,700.00 | \$51,232.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL       | \$ 67,795.00 | \$60,283.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS          | \$ 57,900.00 | \$51,438.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL       | \$ 67,995.00 | \$60,410.00 |
| RAM 4500 CREW CAB CHASSIS 4X4 | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ 57,005.00 | \$50,938.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ 67,100.00 | \$60,157.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ 57,205.00 | \$51,096.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ 67,300.00 | \$60,322.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS          | \$ 61,675.00 | \$54,715.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL       | \$ 71,770.00 | \$63,759.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS          | \$ 61,875.00 | \$54,884.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL       | \$ 71,970.00 | \$63,930.00 |
| RAM 5500 REG CAB CHASSIS 4X2  | DP5L63 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ 52,120.00 | \$46,700.00 |
|                               | DP5L63 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ 62,215.00 | \$55,937.00 |
|                               | DP5L64 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ 52,325.00 | \$46,868.00 |
|                               | DP5L64 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ 62,420.00 | \$56,089.00 |
|                               | DP5L65 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ 52,525.00 | \$47,079.00 |
|                               | DP5L65 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ 62,620.00 | \$56,273.00 |
|                               | DP5L66 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ 52,730.00 | \$47,217.00 |
|                               | DP5L66 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ 62,825.00 | \$56,438.00 |
|                               | DP5L63 | 5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS           | \$ 54,360.00 | \$48,354.00 |
|                               | DP5L63 | 5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL        | \$ 64,455.00 | \$58,645.00 |

|                               |                                                                  |    |           |             |
|-------------------------------|------------------------------------------------------------------|----|-----------|-------------|
| DP5L63                        | 5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL        | \$ | 64,455.00 | \$57,392.00 |
| DP5L64                        | 5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS           | \$ | 54,565.00 | \$48,517.00 |
| DP5L64                        | 5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL        | \$ | 64,660.00 | \$57,587.00 |
| DP5L65                        | 5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS          | \$ | 54,765.00 | \$48,726.00 |
| DP5L65                        | 5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL       | \$ | 64,860.00 | \$57,759.00 |
| DP5L66                        | 5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS          | \$ | 54,970.00 | \$48,890.00 |
| DP5L66                        | 5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 65,065.00 | \$57,954.00 |
| RAM 5500 REG CAB CHASSIS 4X4  |                                                                  |    |           |             |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ | 56,095.00 | \$50,170.00 |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ | 66,190.00 | \$59,354.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ | 56,300.00 | \$50,337.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ | 66,395.00 | \$59,527.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ | 56,500.00 | \$50,476.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ | 66,595.00 | \$59,690.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ | 56,705.00 | \$50,620.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ | 66,800.00 | \$59,841.00 |
|                               |                                                                  |    |           |             |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS           | \$ | 58,335.00 | \$51,812.00 |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL        | \$ | 68,430.00 | \$60,811.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS           | \$ | 58,540.00 | \$51,973.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL        | \$ | 68,635.00 | \$61,011.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS          | \$ | 58,740.00 | \$52,181.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL       | \$ | 68,835.00 | \$61,206.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS          | \$ | 58,945.00 | \$52,339.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 69,040.00 | \$61,376.00 |
| RAM 5500 CREW CAB CHASSIS 4X2 |                                                                  |    |           |             |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 54,140.00 | \$48,415.00 |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 64,235.00 | \$57,639.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 54,340.00 | \$48,587.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 64,435.00 | \$57,837.00 |
|                               |                                                                  |    |           |             |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS          | \$ | 58,810.00 | \$52,215.00 |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 68,905.00 | \$61,244.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS          | \$ | 59,010.00 | \$52,374.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 69,105.00 | \$61,385.00 |
| RAM 5500 CREW CAB CHASSIS 4X4 |                                                                  |    |           |             |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 58,115.00 | \$51,881.00 |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 68,210.00 | \$61,063.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 58,315.00 | \$52,075.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 68,410.00 | \$61,285.00 |
|                               |                                                                  |    |           |             |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS          | \$ | 62,785.00 | \$55,667.00 |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 72,880.00 | \$64,687.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS          | \$ | 62,985.00 | \$55,885.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 73,080.00 | \$64,890.00 |

Chrysler Dodge Jeep RAM Fiat of Columbia  
106 S. James Campbell Boulevard  
Columbia, TN 38401



# QUOTE

**RAMQ5028**  
**Aug 18, 2023**

Tennessee State Wide Contract # 209

## Quoted To:

Chris Golden  
Bartlett Police Department  
3730 Appling Road  
00VUU  
Bartlett, TN 38133

**Phone:** (901)385-5539  
**Fax:**

## Prepared By:

Russell Alan Moles  
Regional Fleet Sales Manager

**Phone:** 865-719-0014  
**Email:** rmoles@cdjrcolumbia.com

**PO Number:**

**Valid Through: Sep 30, 2023**

**Payment Terms: NET 15 DAYS**

FACTORY ORDER # 58681786

### 2023 Dodge Durango V6 AWD w/Admin Package

Unit Price

Qty

Ext. Price

### Base Vehicle & Options

**\$38,762.00**

2023 DODGE DURANGO V6 AWD W/SAP

\$38,762.00

1

\$38,762.00

### Factory Installed Options & Charges

**\$860.00**

DB BLACK EXTERIOR PAINT

\$0.00

1

\$0.00

CLOTH BUCKET SEATS W/REAR CLOTH SEAT

\$0.00

1

\$0.00

FULL LENGTH FLOOR CONSOLE

\$330.00

1

\$330.00

18" X 8 ALUMINUM WHEEL W/STEEL SPARE

\$390.00

1

\$390.00

FLOOR CARPET

\$140.00

1

\$140.00

4 - KEYS STANDARD

\$0.00

1

\$0.00

### Dealership Options & Charges

**\$0.00**

DRIVER DELIVERY TO END USER

\$0.00

1

\$0.00

PACK - FIXED COST & OVERHEAD

\$0.00

1

\$0.00

**Aftermarket Equipment & Charges****\$0.00**

NONE REQUESTED

\$0.00

1

\$0.00

**Totals****Subtotal** \$39,622.00**Tax** \$0.00**Shipping** \$0.00**Grand Total** **\$39,622.00**

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale  
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary  
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)  
Production Lead Times Vary by Model & Options are controlled by FCA Group  
Standard Color is White Unless Noted Otherwise

Attachment: Police Vehicles Purchase 091223 BMA (3410 : Police Vehicle Purchase, Dodge Durangos)



**TENNESSEE DEPARTMENT OF REVENUE**  
**Sales and Use Tax**  
**Government Certificate of Exemption**

RV-F1301301 (9/22)

TO: Vendor's Name \_\_\_\_\_  
Vendor's Address \_\_\_\_\_

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency \_\_\_\_\_  
Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Title: \_\_\_\_\_



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

TT of Columbia Inc  
106 S James Campbell Blvd  
Columbia, TN 38401

Vendor ID: 0000141027

**Contract Number: 0000000000000000000076189**

Title: SWC209 Vehicles

Start Date : October 01, 2022 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
 Department of General Services, Central Procurement Office  
 Contract Administrator: Michael Neely  
 3rd Floor, William R Snodgrass, Tennessee Tower  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243-1102  
 Phone:  
 Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000187716  
*Police Vehicles, CDJR, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 2**

Item ID: 1000187717  
*Sedans, CDJR, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 3**

Item ID: 1000187718  
*Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 4**

Item ID: 1000187719  
*Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 5**

Item ID: 1000187720  
*Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset 2023 Models*  
 Unit of Measure: EA

**Line 6**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
 Unit of Measure: EA

APPROVED:   
Digitally signed by Michael F. Perry  
 DN: cn=Michael F. Perry, o=State of Tennessee, ou=Central Procurement Office, email=mike.perry@tn.gov, c=US  
 Date: 2022.09.12 08:57:05 -05'00'  
 CHIEF PROCUREMENT OFFICER

BY: Mike Neely  
Digitally signed by Mike Neely  
 Date: 2022.09.09 07:29:01 -05'00'  
 PURCHASING AGENT

DATE

Attachment: Police Vehicles Purchase 091223 BMA (3410 : Police Vehicle Purchase, Dodge Durangos)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**TT OF COLUMBIA**

**2** Business name/disregarded entity name, if different from above  
**dba COLUMBIA CHRYSLER DODGE JEEP RAM FIAT**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation**

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**106 S JAMES CAMPBELL BLVD**

**6** City, state, and ZIP code  
**COLUMBIA TN 38401**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

or

**Employer identification number**

|    |  |  |   |   |   |   |   |   |   |   |
|----|--|--|---|---|---|---|---|---|---|---|
| 27 |  |  | - | 5 | 2 | 1 | 7 | 2 | 5 | 8 |
|----|--|--|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ► **SHANIE CHOWBAY**

Date ► **7-18-22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## State of Tennessee (State)

## CDJR- 2023 Model Year Fleet (1 Year Fixed) Pricing

| Dealer Name: |  | Model                   |  | Model Number | Description                          | Required Entry for MSRP | Required Entry                                      |
|--------------|--|-------------------------|--|--------------|--------------------------------------|-------------------------|-----------------------------------------------------|
|              |  |                         |  |              |                                      | MSRP                    | State Government Fleet Price (1 Year Fixed Pricing) |
|              |  | <b>EXAMPLE ONLY:</b>    |  |              |                                      |                         |                                                     |
|              |  | POLICE PURSUIT SEDAN    |  |              |                                      | \$31,000.00             | \$25,750.00                                         |
|              |  |                         |  | LDDE48       | Charger Police RWD V8 (Police Spec)  | \$ 45,400.00            | \$35,273.00                                         |
|              |  |                         |  | LDDE48       | Charger Police RWD V8 (Admin Spec)   | \$ 45,100.00            | \$34,909.00                                         |
|              |  |                         |  | LDEE48       | Charger Police AWD V6 (Police Spec)  | \$ 44,950.00            | \$34,717.00                                         |
|              |  |                         |  | LDEB48       | Charger Police AWD V6 (Admin Spec)   | \$ 44,650.00            | \$34,357.00                                         |
|              |  | POLICE PURSUIT SUV      |  |              |                                      |                         |                                                     |
|              |  |                         |  | WDEE75       | DURANGO PPV - AWD - 3.6L V6          | \$ 44,170.00            | \$38,762.00                                         |
|              |  |                         |  | WDEE75       | DURANGO PPV - AWD - 5.7L V8 HEMI     | \$ 47,165.00            | \$41,353.00                                         |
|              |  | SPECIAL SERVICE VEHICLE |  |              |                                      |                         |                                                     |
|              |  |                         |  | DS6T98       | RAM 1500 CREW 4X4 SSV - V8           | \$ 50,630.00            | \$37,023.00                                         |
|              |  |                         |  |              |                                      |                         |                                                     |
|              |  |                         |  | DJ7L91       | RAM 2500 CREW 4X4 SSV - SWB - GAS    | \$ 52,920.00            | \$48,828.00                                         |
|              |  |                         |  | DJ7L91       | RAM 2500 CREW 4X4 SSV - SWB - DIESEL | \$ 62,515.00            | \$57,288.00                                         |
|              |  |                         |  | DJ7L92       | RAM 2500 CREW 4X4 SSV - LWB - GAS    | \$ 53,120.00            | \$48,985.00                                         |
|              |  |                         |  | DJ7L92       | RAM 2500 CREW 4X4 SSV - LWB - DIESEL | \$ 62,715.00            | \$57,439.00                                         |
|              |  |                         |  |              |                                      |                         |                                                     |
|              |  |                         |  | D28L91       | RAM 3500 CREW 4X4 SSV - SWB - GAS    | \$ 54,050.00            | \$49,910.00                                         |
|              |  |                         |  | D28L91       | RAM 3500 CREW 4X4 SSV - LWB - DIESEL | \$ 63,645.00            | \$58,362.00                                         |
|              |  |                         |  | D28L92       | RAM 3500 CREW 4X4 SSV - SWB - GAS    | \$ 54,250.00            | \$50,082.00                                         |
|              |  |                         |  | D28L92       | RAM 3500 CREW 4X4 SSV - LWB - DIESEL | \$ 63,845.00            | \$58,495.00                                         |
|              |  | CHRYSLER 300            |  |              |                                      |                         |                                                     |
|              |  |                         |  | LXCH48       | 300 Touring RWD                      | \$ 35,140.00            | \$33,123.00                                         |
|              |  |                         |  | LXCT48       | 300 Touring L RWD                    | \$ 38,340.00            | \$35,717.00                                         |
|              |  |                         |  | LXFH48       | 300 Touring AWD                      | \$ 37,890.00            | \$35,641.00                                         |
|              |  |                         |  | LXFT48       | 300 Touring L AWD                    | \$ 40,590.00            | \$37,752.00                                         |
|              |  | CHRYSLER PACIFICA       |  |              |                                      |                         |                                                     |
|              |  |                         |  | RUCR53       | PACIFICA TOURING                     | \$ 38,615.00            | \$37,730.00                                         |
|              |  |                         |  | RUCH53       | PACIFICA TOURING L                   | \$ 42,230.00            | \$40,270.00                                         |
|              |  |                         |  | RUFT53       | PACIFICA TOURING L AWD               | \$ 45,225.00            | \$42,839.00                                         |
|              |  |                         |  | RUFT53       | PACIFICA LIMITED AWD                 | \$ 52,245.00            | \$49,262.00                                         |
|              |  |                         |  | RUEH53       | PACIFICA TOURING L HYBRID            | \$ 51,590.00            | \$49,861.00                                         |
|              |  |                         |  | RUET53       | PACIFICA LIMITED HYBRID              | \$ 55,090.00            | \$52,470.00                                         |
|              |  | JEEP GLADIATOR          |  |              |                                      |                         |                                                     |
|              |  |                         |  | JTJL98       | GLADIATOR SPORT 4X4                  | \$ 40,360.00            | \$39,051.00                                         |
|              |  |                         |  | JTJP98       | GLADIATOR OVERLAND 4X4               | \$ 49,690.00            | \$46,284.00                                         |
|              |  | JEEP GRAND CHEROKEE     |  |              |                                      |                         |                                                     |
|              |  |                         |  | WLTH74       | (GRAND CHEROKEE (2-ROW) LAREDO 4X2   | \$ 40,795.00            | \$39,502.00                                         |

|                               |        |                                             |    |           |             |
|-------------------------------|--------|---------------------------------------------|----|-----------|-------------|
|                               | WLJ174 | GRAND CHEROKEE (2-ROW) LAREDO 4X4           | \$ | 43,490.00 | \$42,045.00 |
|                               | WLT74  | GRAND CHEROKEE (2-ROW) LIMITED 4X2          | \$ | 47,615.00 | \$44,975.00 |
|                               | WLJ74  | GRAND CHEROKEE (2-ROW) LIMITED 4X4          | \$ | 50,310.00 | \$47,448.00 |
|                               | WLTH75 | GRAND CHEROKEE L (3-ROW) LIMITED 4X2        | \$ | 42,795.00 | \$41,349.00 |
|                               | WLJH75 | GRAND CHEROKEE L (3-ROW) LAREDO 4X4         | \$ | 45,490.00 | \$44,105.00 |
|                               | WLT75  | GRAND CHEROKEE L (3-ROW) LIMITED 4X2        | \$ | 49,615.00 | \$47,028.00 |
|                               | WLJ75  | GRAND CHEROKEE L (3-ROW) LIMITED 4X4        | \$ | 52,310.00 | \$49,768.00 |
|                               |        |                                             |    |           |             |
| JEEP WRANGLER                 | JLJL72 | WRANGLER SPORT 2-DOOR                       | \$ | 33,580.00 | \$32,192.00 |
|                               | JLJ572 | WRANGLER RUBICON 2-DOOR                     | \$ | 44,690.00 | \$41,554.00 |
|                               | JLJL74 | WRANGLER UNLIMITED SPORT 4-DOOR             | \$ | 37,450.00 | \$36,061.00 |
|                               | JLJ74  | WRANGLER UNLIMITED SAHARA 4-DOOR            | \$ | 45,700.00 | \$42,505.00 |
|                               | JLXP74 | WRANGLER UNLIMITED SAHARA 4XE (ELECTRIC)    | \$ | 58,145.00 | \$58,300.00 |
|                               | JLUL74 | WRANGLER UNLIMITED SPORT (RIGHT-HAND-DRIVE) | \$ | 47,190.00 | \$46,261.00 |
|                               |        |                                             |    |           |             |
| CLASSIC RAM 1500 REG CAB 4X2  | DSL62  | 1500 REG 4X2 TRADESMAN - LWB - V6           | \$ | 33,135.00 | \$29,553.00 |
|                               | DSL62  | 1500 REG 4X2 TRADESMAN - LWB - V8           | \$ | 36,130.00 | \$32,251.00 |
|                               | DSIH62 | 1500 REG 4X2 SLT - LWB - V6                 | \$ | 38,675.00 | \$33,564.00 |
|                               | DSIH62 | 1500 REG 4X2 SLT - LWB - V8                 | \$ | 41,670.00 | \$36,225.00 |
|                               |        |                                             |    |           |             |
| CLASSIC RAM 1500 REG CAB 4X4  | DS6L62 | 1500 REG 4X4 TRADESMAN - LWB - V6           | \$ | 40,735.00 | \$36,285.00 |
|                               | DS6L62 | 1500 REG 4X4 TRADESMAN - LWB - V8           | \$ | 43,730.00 | \$38,983.00 |
|                               | DS6H62 | 1500 REG 4X4 SLT - LWB - V6                 | \$ | 43,890.00 | \$38,275.00 |
|                               | DS6H62 | 1500 REG 4X4 SLT - LWB - V8                 | \$ | 46,885.00 | \$40,943.00 |
|                               |        |                                             |    |           |             |
| CLASSIC RAM 1500 QUAD CAB 4X2 | DSL41  | 1500 QUAD 4X2 TRADESMAN - V6                | \$ | 38,760.00 | \$33,676.00 |
|                               | DSL41  | 1500 QUAD 4X2 TRADESMAN - V8                | \$ | 41,755.00 | \$36,317.00 |
|                               | DSIH41 | 1500 QUAD 4X2 SLT - V6                      | \$ | 43,490.00 | \$36,918.00 |
|                               | DSIH41 | 1500 QUAD 4X2 SLT - V8                      | \$ | 46,485.00 | \$39,580.00 |
|                               |        |                                             |    |           |             |
| CLASSIC RAM 1500 QUAD CAB 4X4 | DS6L41 | 1500 QUAD 4X4 TRADESMAN - V6                | \$ | 43,000.00 | \$37,393.00 |
|                               | DS6L41 | 1500 QUAD 4X4 TRADESMAN - V8                | \$ | 45,995.00 | \$40,009.00 |
|                               | DS6H41 | 1500 QUAD 4X4 SLT - V6                      | \$ | 47,730.00 | \$40,671.00 |
|                               | DS6H41 | 1500 QUAD 4X4 SLT - V8                      | \$ | 50,725.00 | \$43,318.00 |
|                               |        |                                             |    |           |             |
| CLASSIC RAM 1500 CREW CAB 4X2 | DSL98  | 1500 CREW 4X2 TRADESMAN - SWB - V6          | \$ | 41,460.00 | \$36,022.00 |
|                               | DSL98  | 1500 CREW 4X2 TRADESMAN - SWB - V8          | \$ | 44,455.00 | \$38,723.00 |
|                               | DSL91  | 1500 CREW 4X2 TRADESMAN - LWB - V8          | \$ | 41,760.00 | \$36,351.00 |
|                               | DSIH98 | 1500 CREW 4X2 SLT - SWB - V6                | \$ | 46,190.00 | \$39,288.00 |
|                               | DSIH98 | 1500 CREW 4X2 SLT - SWB - V8                | \$ | 49,185.00 | \$41,980.00 |
| CLASSIC RAM 1500 CREW CAB 4X4 | DSIH91 | 1500 CREW 4X2 SLT - LWB - V8                | \$ | 46,490.00 | \$39,649.00 |
|                               |        |                                             |    |           |             |
|                               | DS6L98 | 1500 CREW 4X4 TRADESMAN - SWB - V6          | \$ | 45,700.00 | \$39,859.00 |
|                               | DS6L98 | 1500 CREW 4X4 TRADESMAN - SWB - V8          | \$ | 48,695.00 | \$42,574.00 |
|                               | DS6L91 | 1500 CREW 4X4 TRADESMAN - LWB - V8          | \$ | 46,000.00 | \$40,175.00 |
| ALL NEW RAM 1500 QUAD 4X2     | DS6H98 | 1500 CREW 4X4 SLT - SWB - V6                | \$ | 50,430.00 | \$43,009.00 |
|                               | DS6H98 | 1500 CREW 4X4 SLT - SWB - V8                | \$ | 53,425.00 | \$45,691.00 |
|                               | DS6H91 | 1500 CREW 4X4 SLT - LWB - V8                | \$ | 50,730.00 | \$43,472.00 |
|                               |        |                                             |    |           |             |
|                               |        |                                             |    |           |             |

|                           |        |                                                 |    |           |             |
|---------------------------|--------|-------------------------------------------------|----|-----------|-------------|
|                           | DT1L41 | ALL NEW 1500 QUAD 4X2 TRADESMAN - V6            | \$ | 39,110.00 | \$34,755.00 |
|                           | DT1L41 | ALL NEW 1500 QUAD 4X2 TRADESMAN - V8            | \$ | 42,105.00 | \$37,404.00 |
|                           | DT1H41 | ALL NEW 1500 QUAD 4X2 BIG HORN - V6             | \$ | 44,325.00 | \$39,196.00 |
|                           | DT1H41 | ALL NEW 1500 QUAD 4X2 BIG HORN - V8             | \$ | 47,320.00 | \$41,821.00 |
| ALL NEW RAM 1500 QUAD 4X4 |        |                                                 |    |           |             |
|                           | DT6L41 | ALL NEW 1500 QUAD 4X4 TRADESMAN - V6            | \$ | 43,450.00 | \$38,644.00 |
|                           | DT6L41 | ALL NEW 1500 QUAD 4X4 TRADESMAN - V8            | \$ | 46,445.00 | \$41,288.00 |
|                           | DT6H41 | ALL NEW 1500 QUAD 4X4 BIG HORN - V6             | \$ | 48,665.00 | \$43,118.00 |
|                           | DT6H41 | ALL NEW 1500 QUAD 4X4 BIG HORN - V8             | \$ | 51,660.00 | \$45,729.00 |
| ALL NEW RAM 1500 CREW 4X2 |        |                                                 |    |           |             |
|                           | DT1L98 | ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V6      | \$ | 41,810.00 | \$37,235.00 |
|                           | DT1L98 | ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V8      | \$ | 44,805.00 | \$39,880.00 |
|                           | DT1L91 | ALL NEW 1500 CREW 4X2 TRADESMAN - LWB - V8      | \$ | 45,105.00 | \$40,198.00 |
|                           | DT1H98 | ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V6       | \$ | 47,025.00 | \$41,628.00 |
|                           | DT1H98 | ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V8       | \$ | 50,020.00 | \$44,337.00 |
|                           | DT1H91 | ALL NEW 1500 CREW 4X2 BIG HORN - LWB - V8       | \$ | 50,320.00 | \$44,635.00 |
| ALL NEW RAM 1500 CREW 4X4 |        |                                                 |    |           |             |
|                           | DT6L98 | ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V6      | \$ | 46,150.00 | \$41,202.00 |
|                           | DT6L98 | ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V8      | \$ | 49,145.00 | \$43,873.00 |
|                           | DT6L91 | ALL NEW 1500 CREW 4X4 TRADESMAN - LWB - V8      | \$ | 49,445.00 | \$44,154.00 |
|                           | DT6H98 | ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V6       | \$ | 51,265.00 | \$45,516.00 |
|                           | DT6H98 | ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V8       | \$ | 54,260.00 | \$48,224.00 |
|                           | DT6H91 | ALL NEW 1500 CREW 4X4 BIG HORN - LWB - V8       | \$ | 54,560.00 | \$48,504.00 |
| RAM 2500 REG 4X2          |        |                                                 |    |           |             |
|                           | DJ2L62 | 2500 REG 4X2 TRADESMAN - STD. OEM GAS           | \$ | 47,065.00 | \$43,236.00 |
|                           | DJ2L62 | 2500 REG 4X2 TRADESMAN - STD. OEM DIESEL        | \$ | 56,660.00 | \$51,789.00 |
|                           | DJ2H62 | 2500 REG 4X2 BIG HORN - STD. OEM GAS            | \$ | 52,030.00 | \$47,520.00 |
|                           | DJ2H62 | 2500 REG 4X2 BIG HORN - STD. OEM DIESEL         | \$ | 61,625.00 | \$56,028.00 |
| RAM 2500 REG 4X4          |        |                                                 |    |           |             |
|                           | DJ7L62 | 2500 REG 4X4 TRADESMAN - STD. OEM GAS           | \$ | 50,140.00 | \$45,931.00 |
|                           | DJ7L62 | 2500 REG 4X4 TRADESMAN - STD. OEM DIESEL        | \$ | 59,735.00 | \$54,468.00 |
|                           | DJ7H62 | 2500 REG 4X4 BIG HORN - STD. OEM GAS            | \$ | 53,140.00 | \$48,445.00 |
|                           | DJ7H62 | 2500 REG 4X4 BIG HORN - STD. OEM DIESEL         | \$ | 62,735.00 | \$56,988.00 |
| RAM 2500 CREW 4X2         |        |                                                 |    |           |             |
|                           | DJ2L91 | 2500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS    | \$ | 49,155.00 | \$45,461.00 |
|                           | DJ2L91 | 2500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL | \$ | 58,750.00 | \$53,983.00 |
|                           | DJ2L92 | 2500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS    | \$ | 49,355.00 | \$45,635.00 |
|                           | DJ2L92 | 2500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL | \$ | 58,950.00 | \$54,171.00 |
|                           | DJ2H91 | 2500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS     | \$ | 54,595.00 | \$49,950.00 |
|                           | DJ2H91 | 2500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL  | \$ | 64,190.00 | \$58,477.00 |
|                           | DJ2H92 | 2500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS     | \$ | 54,795.00 | \$50,123.00 |
|                           | DJ2H92 | 2500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL  | \$ | 64,390.00 | \$58,647.00 |
| RAM 2500 CREW 4X4         |        |                                                 |    |           |             |
|                           | DJ7L91 | 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS    | \$ | 52,230.00 | \$48,039.00 |
|                           | DJ7L91 | 2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL | \$ | 61,825.00 | \$56,601.00 |
|                           | DJ7L92 | 2500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS    | \$ | 52,430.00 | \$48,172.00 |
|                           | DJ7L92 | 2500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL | \$ | 62,025.00 | \$56,771.00 |
|                           | DJ7H91 | 2500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS     | \$ | 57,670.00 | \$52,633.00 |

|                                      |        |                                                                             |    |           |             |
|--------------------------------------|--------|-----------------------------------------------------------------------------|----|-----------|-------------|
| RAM 2500 MEGA 4X4                    | DJ7H91 | 2500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 67,265.00 | \$61,153.00 |
|                                      | DJ7H92 | 2500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 57,870.00 | \$52,801.00 |
|                                      | DJ7H92 | 2500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 67,465.00 | \$61,357.00 |
| RAM 2500 MEGA 4X4                    | DJ7H81 | 2500 MEGA 4X4 BIG HORN - STD. OEM GAS                                       | \$ | 59,185.00 | \$54,031.00 |
|                                      | DJ7H81 | 2500 MEGA 4X4 BIG HORN - STD. OEM DIESEL                                    | \$ | 68,780.00 | \$62,611.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG 4X2                     | DJ7P81 | 2500 MEGA 4X4 LARAMIE - STD. OEM GAS                                        | \$ | 67,450.00 | \$61,194.00 |
|                                      | DJ7P81 | 2500 MEGA 4X4 LARAMIE - STD. OEM DIESEL                                     | \$ | 77,045.00 | \$69,713.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG 4X4                     | D23L62 | 3500 REG 4X2 TRADESMAN - STD. OEM GAS                                       | \$ | 48,315.00 | \$44,433.00 |
|                                      | D23L62 | 3500 REG 4X2 TRADESMAN - STD. OEM DIESEL                                    | \$ | 57,910.00 | \$52,965.00 |
|                                      | D23H62 | 3500 REG 4X2 BIG HORN - STD. OEM GAS                                        | \$ | 51,315.00 | \$46,766.00 |
| RAM 3500 REG 4X4                     | D23H62 | 3500 REG 4X2 BIG HORN - STD. OEM DIESEL                                     | \$ | 60,910.00 | \$55,313.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D28L62 | 3500 REG 4X4 TRADESMAN - STD. OEM GAS                                       | \$ | 51,235.00 | \$47,005.00 |
| RAM 3500 CREW 4X2                    | D28L62 | 3500 REG 4X4 TRADESMAN - STD. OEM DIESEL                                    | \$ | 60,830.00 | \$55,540.00 |
|                                      | D28H62 | 3500 REG 4X4 BIG HORN - STD. OEM GAS                                        | \$ | 54,235.00 | \$49,346.00 |
|                                      | D28H62 | 3500 REG 4X4 BIG HORN - STD. OEM DIESEL                                     | \$ | 63,830.00 | \$57,881.00 |
| RAM 3500 CREW 4X4                    | D23L91 | 3500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS                                | \$ | 50,325.00 | \$46,545.00 |
|                                      | D23L91 | 3500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL                             | \$ | 59,920.00 | \$55,088.00 |
|                                      | D23L92 | 3500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS                                | \$ | 50,525.00 | \$46,481.00 |
| RAM 3500 CREW 4X4                    | D23L92 | 3500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL                             | \$ | 60,120.00 | \$55,007.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D23H91 | 3500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS                                 | \$ | 55,765.00 | \$51,318.00 |
| RAM 3500 CREW 4X4                    | D23H91 | 3500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 65,360.00 | \$59,844.00 |
|                                      | D23H92 | 3500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 55,965.00 | \$51,193.00 |
|                                      | D23H92 | 3500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 65,560.00 | \$59,718.00 |
| RAM 3500 CREW 4X4                    | D28L91 | 3500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS                                | \$ | 53,350.00 | \$49,231.00 |
|                                      | D28L91 | 3500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL                             | \$ | 62,945.00 | \$57,776.00 |
|                                      | D28L92 | 3500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS                                | \$ | 53,550.00 | \$49,089.00 |
| RAM 3500 CREW 4X4                    | D28L92 | 3500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL                             | \$ | 63,145.00 | \$57,646.00 |
|                                      |        |                                                                             |    |           |             |
|                                      | D28H91 | 3500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS                                 | \$ | 58,785.00 | \$53,958.00 |
| RAM 3500 MEGA 4X4                    | D28H91 | 3500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL                              | \$ | 68,380.00 | \$62,493.00 |
|                                      | D28H92 | 3500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS                                 | \$ | 58,990.00 | \$53,867.00 |
|                                      | D28H92 | 3500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL                              | \$ | 68,585.00 | \$62,411.00 |
| RAM 3500 MEGA 4X4                    | D28H81 | 3500 MEGA 4X4 BIG HORN - STD. OEM GAS                                       | \$ | 60,300.00 | \$55,225.00 |
|                                      | D28H81 | 3500 MEGA 4X4 BIG HORN - STD. OEM DIESEL                                    | \$ | 69,895.00 | \$63,827.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | D28P81 | 3500 MEGA 4X4 LARAMIE - STD. OEM GAS                                        | \$ | 68,570.00 | \$62,316.00 |
|                                      | D28P81 | 3500 MEGA 4X4 LARAMIE - STD. OEM DIESEL                                     | \$ | 78,165.00 | \$70,862.00 |
|                                      |        |                                                                             |    |           |             |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | DF3L63 | 3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR  | \$ | 46,950.00 | \$42,058.00 |
|                                      | DF3L93 | 3500 CREW CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR | \$ | 48,155.00 | \$43,215.00 |
|                                      | DF8L63 | 3500 REG CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR  | \$ | 50,155.00 | \$45,056.00 |
| RAM 3500 REG / CREW CHASSIS 10K GVWR | DF8L93 | 3500 CREW CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR | \$ | 53,800.00 | \$48,242.00 |
|                                      |        |                                                                             |    |           |             |
|                                      |        |                                                                             |    |           |             |

**Packet Pg. 57**

|                               |        |                                                                  |    |           |             |
|-------------------------------|--------|------------------------------------------------------------------|----|-----------|-------------|
| RAM 4500 REG CAB CHASSIS 4X4  | DP4L66 | 4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 63,950.00 | \$56,958.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ | 54,985.00 | \$49,176.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ | 65,080.00 | \$58,606.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ | 55,190.00 | \$49,377.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ | 65,285.00 | \$58,545.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ | 55,390.00 | \$49,529.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ | 65,485.00 | \$58,778.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ | 55,590.00 | \$49,724.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ | 65,685.00 | \$58,939.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS           | \$ | 57,225.00 | \$50,831.00 |
|                               | DP9L63 | 4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL        | \$ | 67,320.00 | \$59,883.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS           | \$ | 57,430.00 | \$51,018.00 |
|                               | DP9L64 | 4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL        | \$ | 67,525.00 | \$60,068.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS          | \$ | 57,630.00 | \$51,191.00 |
|                               | DP9L65 | 4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL       | \$ | 67,725.00 | \$60,253.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS          | \$ | 57,830.00 | \$51,370.00 |
|                               | DP9L66 | 4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 67,925.00 | \$60,415.00 |
| RAM 4500 CREW CAB CHASSIS 4X2 | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 53,030.00 | \$47,447.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 63,125.00 | \$56,672.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 53,230.00 | \$47,597.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 63,325.00 | \$56,858.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS          | \$ | 57,700.00 | \$51,232.00 |
|                               | DP4L93 | 4500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 67,795.00 | \$60,283.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS          | \$ | 57,900.00 | \$51,438.00 |
|                               | DP4L94 | 4500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 67,995.00 | \$60,410.00 |
| RAM 4500 CREW CAB CHASSIS 4X4 | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 57,005.00 | \$50,938.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 67,100.00 | \$60,157.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 57,205.00 | \$51,096.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 67,300.00 | \$60,322.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS          | \$ | 61,675.00 | \$54,715.00 |
|                               | DP9L93 | 4500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 71,770.00 | \$63,759.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS          | \$ | 61,875.00 | \$54,884.00 |
|                               | DP9L94 | 4500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 71,970.00 | \$63,930.00 |
| RAM 5500 REG CAB CHASSIS 4X2  | DP5L63 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ | 52,120.00 | \$46,700.00 |
|                               | DP5L63 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ | 62,215.00 | \$55,937.00 |
|                               | DP5L64 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ | 52,325.00 | \$46,868.00 |
|                               | DP5L64 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ | 62,420.00 | \$56,089.00 |
|                               | DP5L65 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ | 52,525.00 | \$47,079.00 |
|                               | DP5L65 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ | 62,620.00 | \$56,273.00 |
|                               | DP5L66 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ | 52,730.00 | \$47,217.00 |
|                               | DP5L66 | 5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ | 62,825.00 | \$56,438.00 |
|                               | DP5L63 | 5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS           | \$ | 54,360.00 | \$48,354.00 |

|                               |                                                                  |    |           |             |
|-------------------------------|------------------------------------------------------------------|----|-----------|-------------|
| DP5L63                        | 5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL        | \$ | 64,455.00 | \$57,392.00 |
| DP5L64                        | 5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS           | \$ | 54,565.00 | \$48,517.00 |
| DP5L64                        | 5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL        | \$ | 64,660.00 | \$57,587.00 |
| DP5L65                        | 5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS          | \$ | 54,765.00 | \$48,726.00 |
| DP5L65                        | 5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL       | \$ | 64,860.00 | \$57,759.00 |
| DP5L66                        | 5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS          | \$ | 54,970.00 | \$48,890.00 |
| DP5L66                        | 5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 65,065.00 | \$57,954.00 |
| RAM 5500 REG CAB CHASSIS 4X4  |                                                                  |    |           |             |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS     | \$ | 56,095.00 | \$50,170.00 |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL  | \$ | 66,190.00 | \$59,354.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS     | \$ | 56,300.00 | \$50,337.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL  | \$ | 66,395.00 | \$59,527.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS    | \$ | 56,500.00 | \$50,476.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL | \$ | 66,595.00 | \$59,690.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS    | \$ | 56,705.00 | \$50,620.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL | \$ | 66,800.00 | \$59,841.00 |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS           | \$ | 58,335.00 | \$51,812.00 |
| DP0L63                        | 5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL        | \$ | 68,430.00 | \$60,811.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS           | \$ | 58,540.00 | \$51,973.00 |
| DP0L64                        | 5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL        | \$ | 68,635.00 | \$61,011.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS          | \$ | 58,740.00 | \$52,181.00 |
| DP0L65                        | 5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL       | \$ | 68,835.00 | \$61,206.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS          | \$ | 58,945.00 | \$52,339.00 |
| DP0L66                        | 5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL       | \$ | 69,040.00 | \$61,376.00 |
| RAM 5500 CREW CAB CHASSIS 4X2 |                                                                  |    |           |             |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 54,140.00 | \$48,415.00 |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 64,235.00 | \$57,639.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 54,340.00 | \$48,587.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 64,435.00 | \$57,837.00 |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS          | \$ | 58,810.00 | \$52,215.00 |
| DP5L93                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 68,905.00 | \$61,244.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS          | \$ | 59,010.00 | \$52,374.00 |
| DP5L94                        | 5500 CREW CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 69,105.00 | \$61,385.00 |
| RAM 5500 CREW CAB CHASSIS 4X4 |                                                                  |    |           |             |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS    | \$ | 58,115.00 | \$51,881.00 |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL | \$ | 68,210.00 | \$61,063.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS    | \$ | 58,315.00 | \$52,075.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL | \$ | 68,410.00 | \$61,285.00 |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS          | \$ | 62,785.00 | \$55,667.00 |
| DP0L93                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL       | \$ | 72,880.00 | \$64,687.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS          | \$ | 62,985.00 | \$55,885.00 |
| DP0L94                        | 5500 CREW CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL       | \$ | 73,080.00 | \$64,890.00 |

**SWC# 209 Vehicles**  
**Contract Information and Usage Instructions**

**Contract Period:** Total Number of Years: 2 Years

Start Date: September 24, 2021  
Final End Date: December 31, 2023

**Summary/Background Information:** SWC 209 was created to provide state agencies, local governments, and private non-profit institutions of higher education, and eligible non-profit agencies for the purchase and delivery of new vehicles. **The contracts below cover multiple dealers/manufacturers and each contract awarded covers delivery within the state of TN.**

**State Contact Information**

**Contract Administrator:**

Michael Neely  
Category Specialist  
Central Procurement Office  
(615) 741-5971  
[Michael.T.Neely@tn.gov](mailto:Michael.T.Neely@tn.gov)

**Vendor Contact Information:**

**Company Name**

**TT of Columbia (d.b.a Chrysler, Dodge, and Jeep,  
Ram of Columbia) (All Regions)**

Edison Contract Number 72308 (2022 models) 76189 (2023 Models)  
Vendor Number 0000141027  
Vendor Contact Information Mr. Craig Baton  
(615) 243-1528  
[cbaton@cdjrcolumbia.com](mailto:cbaton@cdjrcolumbia.com)  
106 S. James Campbell Blvd., Columbia, TN 38401

**Chrysler, Dodge, Jeep, Ram,**

|                   |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| <b>1000187716</b> | Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)                                         |
| <b>1000187717</b> | Sedans, CDJR, Generic SWC209 Asset (All Regions)                                                 |
| <b>1000187718</b> | Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| <b>1000187719</b> | Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)                           |
| <b>1000187720</b> | Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| <b>1000179941</b> | Optional Equipment, Generic SWC209 Asset                                                         |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Wilson County Motor Co. (All Regions)**

72307

0000000869

Danielle Rodriguez, Fleet Manager  
(615) 444-9642[danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

903 South Hartmann Drive, Lebanon, TN 37090

**Chevrolet, GMC, Buick, Hyundai**

|            |                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------|
| 1000187722 | Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)                                        |
| 1000187723 | Sedans, Chevy, Generic SWC209 Asset (All Regions)                                                 |
| 1000187724 | Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000187725 | Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)                          |
| 1000187726 | Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| 1000187727 | Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)         |
| 1000187750 | Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)  |
| 1000187751 | Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)                            |
| 1000187752 | Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)     |
| 1000187754 | Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)                          |
| 1000187733 | Sedans, Hyundai, Generic SWC209 Asset (All Regions)                                               |
| 1000187734 | Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)t                       |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                          |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Alan Jay Automotive Management Inc. (All Regions)**72319 (Toyota, Nissan, Chevy, Hyundai), 72370 (2022 Ford),  
**75349 (2023 Ford)**, 72420 (CJDR), 76657 (2023 Nissan, Toyota)

0000233695

Matt Forte  
(863) 402-4216[matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)**Ford, Chevy, GMC, Nissan, Toyota, Chrysler, Dodge, Jeep, Ram**

|            |                                                            |
|------------|------------------------------------------------------------|
|            | <b>Contract 72320</b>                                      |
| 1000179934 | Police, Vehicles, Ford, Generic SWC209 Asset (All Regions) |
| 1000179935 | Sedans, Ford, Generic SWC209 Asset (All Regions)           |

|            |                                                                                                    |
|------------|----------------------------------------------------------------------------------------------------|
| 1000179936 | Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)  |
| 1000179937 | Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)                            |
| 1000179938 | Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)     |
|            | <b>Contract 72319</b>                                                                              |
| 1000187740 | Sedans, Toyota, Generic SWC209 Asset (All Regions)                                                 |
| 1000187741 | Minivan and Full-size Vans, Toyota(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000187742 | Sport Utility Vehicles, Toyota(SUVs), Generic SWC209 Asset (All Regions)                           |
| 1000187743 | Light Trucks, Toyota(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| 1000187744 | Sedans, Nissan, Generic SWC209 Asset (All Regions)                                                 |
| 1000187745 | Minivan and Full-size Vans, Nissan(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000187746 | Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset (All Regions)                          |
| 1000187747 | Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)   |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                           |
| 1000187722 | Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)                                         |
| 1000187723 | Sedans, Chevy, Generic SWC209 Asset (All Regions)                                                  |
| 1000187724 | Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)  |
| 1000187725 | Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)                           |
| 1000187726 | Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)     |
| 1000187727 | Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)          |
| 1000187750 | Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)   |
| 1000187751 | Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)                             |
| 1000187752 | Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)      |
|            | <b>Contact 72420</b>                                                                               |
| 1000187716 | Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)                                           |
| 1000187717 | Sedans, CDJR, Generic SWC209 Asset (All Regions)                                                   |
| 1000187718 | Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)   |
| 1000187719 | Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)                             |
| 1000187720 | Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)      |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                           |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Ford of Murfreesboro (All Regions)**

72320 (2022 models) 75348 (2023 models)

0000141024

Mr. Keith McCullough

(615) 542-1843 (cell)

(615) 893-4121 ext. 1390 (office)

[kmccullough@fordofmurfreesboro.com](mailto:kmccullough@fordofmurfreesboro.com)

Jason McCullough

(615) 785-9141 (cell)

(615) 893-4121 ext. 1312 (Office)

[jmccullough@fordofmurfreesboro.com](mailto:jmccullough@fordofmurfreesboro.com)

1550 NW Broad Street, Murfreesboro, TN 37129

**Ford**

|            |                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------|
| 1000179934 | Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)                                        |
| 1000179935 | Sedans, Ford, Generic SWC209 Asset (All Regions)                                                  |
| 1000179936 | Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000179937 | Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)                           |
| 1000179938 | Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| 1000179939 | Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)         |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                          |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Lonnie Cobb, LLC (All Regions)**

72318 (2022 Ford) , 75347 (2023 Ford)

0000146108

Steven Blackstock, Fleet Manager

(731) 989-2121

[Lcag.fleet@gmail.com](mailto:Lcag.fleet@gmail.com)

1618 U.S. Hwy 45 North, Henderson, TN 38340

**Ford**

|            |                                                            |
|------------|------------------------------------------------------------|
| 1000179934 | Police, Vehicles, Ford, Generic SWC209 Asset (All Regions) |
|------------|------------------------------------------------------------|

|            |                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------|
| 1000179935 | Sedans, Ford, Generic SWC209 Asset (All Regions)                                                  |
| 1000179936 | Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000179937 | Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)                           |
| 1000179938 | Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| 1000179939 | Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)         |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                          |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Ted Russell Ford Inc. (All Regions)**

72478 (2022 models)

0000001088

Tony Smith

(65) 299-5845

[tsmith@tedrussell.com](mailto:tsmith@tedrussell.com)

8551 Kingston Pike, Knoxville, TN 37919

**Ford**

|            |                                                                                           |
|------------|-------------------------------------------------------------------------------------------|
| 1000179939 | Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions) |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                  |

**Company Name**

Edison Contract Number

Vendor Number

Vendor Contact Information

**Cumberland International (All Regions)**

72311

0000081551

Erick Creasey

(615) 767-8681

[ecreasey@cltte.com](mailto:ecreasey@cltte.com)

1901 Lebanon Pike, Nashville, TN 37210

**International**

|            |                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------|
| 1000187736 | Medium Trucks, International(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions) |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                          |

**Company Name****Worldwide Equipment of TN, Inc (All Regions)**

Edison Contract Number 72310  
 Vendor Number 0000084264  
 Vendor Contact Information Dylan Cutshaw  
 (865) 688-4300 ext 73805  
 Dylan.cutshaw@thetruckpeople.com  
 6614 Wilbanks Rd, Knoxville, TN 37912

#### Kenworth, Hino

|            |                                                                                              |
|------------|----------------------------------------------------------------------------------------------|
| 1000187738 | Medium Trucks, Hino(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)     |
| 1000187739 | Medium Trucks, Kenworth(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions) |
| 1000187762 | Medium Trucks, Mack (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset                  |
| 1000196425 | Medium Trucks Isuzu(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset                   |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                     |

#### Company Name

#### Humboldt CDJR (d.b.a Chrysler, Dodge, and Jeep, Ram ) (All Regions)

Edison Contract Number 76194 (2023 Models)  
 Vendor Number 000086855  
 Vendor Contact Information Steven Blackstock, Fleet Manager  
 (731) 989-2121  
[Lcag.fleet@gmail.com](mailto:Lcag.fleet@gmail.com)  
 1618 U.S. Hwy 45 North, Henderson, TN 38340

#### Chrysler, Dodge, Jeep, Ram,

|            |                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------|
| 1000187716 | Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)                                         |
| 1000187717 | Sedans, CDJR, Generic SWC209 Asset (All Regions)                                                 |
| 1000187718 | Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions) |
| 1000187719 | Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)                           |
| 1000187720 | Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)    |
| 1000179941 | Optional Equipment, Generic SWC209 Asset                                                         |

#### Usage Instructions:

All documents needed to purchase a vehicle off the contract can be found on the Statewide Contract 209: Vehicles web page, located here: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-/swc-209-vehicles.html>

- Delivery times will vary, but the dealer will give an estimated date
- Please contact the selected dealer for an exact quote.

- The option clause can be used for both factory and aftermarket equipment installed at the time of purchase. It can also be used to delete or add any factory installed equipment.
- **Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
  - a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
  - b) Tennessee local governmental agencies;
  - c) members of the University of Tennessee or Tennessee Board of Regents systems;
  - d) any private nonprofit institution of higher education chartered in Tennessee; and,
  - e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

#### **Billing and Payment Instructions:**

Follow your agency specific rules for bill and payments. Specify delivery location to the dealership when ordering; delivery times will vary.


**Summit Roofing & Restoration, Inc.**

10456 Highway 51 S  
Atoka, TN 38004  
Phone: (901) 430-1974

Fax: (901) 591-1300

08/08/2023  
Claim Information

**Company Representative**

Jesse Freyaldenhoven  
Phone: (901) 592-7005  
jesse.summitroofing@gmail.com

**City Of Bartlett**

3585 Altruria Road  
Bartlett, TN 38135  
(901) 619-2002

Job: City Of Bartlett

**Metal Roofing Section**

- Remove and discard existing roof system
- Furnish and Install new high temp ice and water across roof
- Furnish and Install new 24 ga Standing seam(Color to be chosen by owner)
- Provide a 5 year contractor warranty, 40 year material warranty

**\*\*\*NOTE\*\*\***

- This covers roughly 2500 sq ft of building.

**Price acceleration clause notice**

If there is an increase in the actual cost of the labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

All the above labor, material and services will be performed for the sum of \$31,250.00

It is understood that Summit Roofing will not be responsible for delays or monetary damages caused by conditions beyond our control. This includes, but is not limited to, acts of God, vandalism, negligence or building deficiencies by the consumer or the building's owner (This also includes any type of conduit that may be installed too close to the roof decking that may be in line with decking fasteners that may penetrate the conduit or any HVAC units that are not properly installed to code); that this proposal may be withdrawn by Summit Roofing if not accepted within 30 days from this date; that any change orders, alterations or deviations from the above will require additional charges; that this proposal, when signed by both parties, constitutes an entire and binding contract; and that if any legal action is required, the party against whom such action is taken agrees to pay all costs including reasonable attorney fees.

Our employees are fully covered by Workers' Compensation insurance

Respectfully submitted by Summit Roofing

Jesse Freyaldenhoven(electronic signature)

Signature: Jesse Freyaldenhoven

Date 8/8/2023

**Acceptance of Estimate**

I (we) agree to the above terms, specifications and conditions and agree to this binding contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please print your name

**TOTAL**

**\$31,250.00**

\*\*\*\*\*This is an estimate, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.\*\*\*\*\*

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Attachment: Roof Quotes (3407 : Roof for Public Works Admin)

# JOLLY ROOFING AND REPAIRS LLC

3717 BIRCHVALE DRIVE  
MEMPHIS, TN 38112  
OFFICE PHONE: (901) 293-7434

TAX ID: \*\*-\*\*\*9748

## ESTIMATE

## ESTIMATE

### PREPARED FOR:

3585 ALTRURIA ROAD  
BARTLETT, TN 38135

### PREPARED DATE

8/29/23

### EXP. DATE

9/29/23

**\* THIS ESTIMATE INCLUDES A 5 YEAR LABOR WARRANTY ON ALL WORK (2960 SQ/F) AND 40 YEAR MATERIAL INTEGRITY WARRANTY**

### ITEM

### QTY

|                                                             |           |
|-------------------------------------------------------------|-----------|
| METAL ROOF - STANDING SEAM (LOCKED SEAM)<br>24 GAUGE STEEL  | 11.04 SQ  |
| DRIP CAP/RAKE EDGE                                          | 184 LF    |
| METAL SIDING - WALL (LOCKED SEAM)                           | 9.92 SQ/F |
| R&R GUTTER                                                  | 12 F      |
| RESEAL PIPES/BOLT GASKETS                                   | N/A       |
| R&R WINDOW FLASHING                                         | 8 UNITS   |
| R&R UNDERLAYMENT - ICE & WATER* FOR<br>ROOF/TYVEK FOR WALLS | 20 SQ     |

### LABOR

\$12,250

### MATERIALS

\$27,530

### TOTAL

\$39,780

Attachment: Roof Quotes (3407 : Roof for Public Works Admin)

**LDM ROOFING**  
**Brian Maher, Owner**  
**7505 APPLING CENTER DR #110**  
**MEMPHIS, TN 38133**  
**(901) 373-3900**

# Estimate

DATE

8/15/2023

## customer

City Of Bartlett  
 ATTN: Domino Moody  
 dmoody@cityofbartlett.org  
 901-385-5570  
 cell 901-619-2002

## ESTIMATE #

3273

| ITEM               | DESCRIPTION                                                                                                                                                                                                                                                                                              | QTY          | RATE             | AMOUNT            |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------|-------------------|
| metal roof         | Alturia Building<br>remove vertical panels on 4 sides on front of building & replace with new. Remove front metal roof & replace with new                                                                                                                                                                | 1            | 40,800.00        | 0.00<br>40,800.00 |
| Pricing Disclosure | Material prices have been fluctuating a lot lately which means these material prices can only be guaranteed for 30 days. These prices have been higher than what we can safely absorb. If the bid is older than 30 days please check with us to make sure the prices listed are current with the market. | 1            |                  | 0.00              |
|                    |                                                                                                                                                                                                                                                                                                          | Subtotal     | 40,800.00        |                   |
|                    |                                                                                                                                                                                                                                                                                                          | 9.75% Tax    |                  |                   |
|                    |                                                                                                                                                                                                                                                                                                          | <b>Total</b> | <b>40,800.00</b> |                   |

Attachment: Roof Quotes (3407 : Roof for Public Works Admin)

**RESIDENTIAL SUBDIVISION CONTRACT  
VILLAGE AT DEER RUN PHASE 2- MINIMUM BOND**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to  
as the CITY and SKIP HOBBS CONSTRUCTION, LLC, hereinafter referred to as the  
DEVELOPER.

**WITNESSETH:**

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat  
entitled: THE VILLAGE AT DEER RUN PHASE 2 dated June 6, 2022, made by the  
DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction  
Plan and established certain conditions for approval of the Final Plat of said subdivision in  
accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision  
Regulations, one of which is the approval of this Development 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 Construction Plan, 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 Subdivision Development Contract is entered into by the CITY at the instance 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 Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

#### **GENERAL PROVISIONS**

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, 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 subdivision development 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 subdivision.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. 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 subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. 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 PLANNING COMMISSION.

12. 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.

13. 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.

14. 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 subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, 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.

15. 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.

16. 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.
17. 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.
18. 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 curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service 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. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat 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 along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, 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. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

### **STREET PAVING/TRAFFIC CONTROL SIGNS**

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 25)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

**STREET NAME SIGNS:** 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

**TRAFFIC POST:** Green "U" Channel slotted post 12' long, standard thickness.

**STREET NAME POST:** 3" galvanized round post 12' long.

**NOTE:** When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

### III

#### **FINAL STREET PAVING**

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

#### IV

#### WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

**V****WATER SERVICE EXPANSION FEE**

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

**VI****SEWER SERVICE**

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

**VII****SEWER CONNECTION CHARGE**

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

## VIII

### **JEOPARDY OF BUILDING PERMITS**

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

## IX

### **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 subdivision. 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. All freshly excavation 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 subdivision. 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.

## X

### EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

**XI****TITLE TO WATER AND SEWER LINES**

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

**XII****DRAINAGE DESIGN RESPONSIBILITIES**

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage 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 upon full development of upstream and downstream properties under existing zoning 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 subdivision 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 subdivision. 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 Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. 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 Plan 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 nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. 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.

5. 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.

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

7. 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 development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. 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 development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its

geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. 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 detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

### **XIII**

#### **WARRANTY PROVISIONS**

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision 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 unless a longer period is specified. 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. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 25). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 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.

## XIV

### STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

## XV

### 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 and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision 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 Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 24 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

## XVI

### 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.

## XVII

**PARKLAND FEES**

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

**SPECIAL CONDITIONS:**

The Windsong SD sewer extension was installed in 1995 and was designated as a creditable sewer extension. This creditable sewer extension created development credits which can be used to offset future Water and Sewer Contract Costs. Currently, there is a balance of \$55,713.25 in Water and Sewer Credits Available to the Windsong SD Master Planned Lots.

Some of these credits will be used in this Contract to offset water and sewer contract costs associated with the Village at Deer Run Phase 2. A summary is shown below:

|                                                                                |                             |
|--------------------------------------------------------------------------------|-----------------------------|
| <b>Water Plant Expansion Fee (Item I. 1. on this Contract )</b>                | <b>\$5,617.50</b>           |
| <b>Water Connection Fee (Item I. 5. On this Contract)</b>                      | <b>\$34,000.00</b>          |
| <b>Sewer Connection Fee (Item I. 6. On this Contract)</b>                      | <b><u>\$34,000.00</u></b>   |
| <b>TOTAL FEES FOR THIS CONTRACT:</b>                                           | <b>\$73,617.50</b>          |
| <br><b>Windsong SD Water and Sewer Credit Balance (Prior to this Contract)</b> | <br><b>\$55,713.25</b>      |
| <b>Credits applied to this Village at Deer Run Phase 2 SD Contract:</b>        | <b><u>(\$55,713.25)</u></b> |
| <b>Windsong SD Water and Sewer Credit Balance (After this Contract)</b>        | <b>\$0.00</b>               |
| <b>REMAINING WATER &amp; SEWER FEES (After credits)</b>                        | <b>\$17,904.25</b>          |

2. The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

## XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:  
VILLAGE AT DEER RUN PHASE 2**

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

|    |                                                                                                                                                                                                                        |                                           |                                                                           |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|
| 1. | Water Plant Expansion<br>@ 15% of Water Main Cost<br>( Water Main Cost =                                                                                                                                               | \$37,450.00 )                             | <b>\$5,617.50 *</b><br>*waived per Special Conditions                     |
| 2. | a. Water System Engineering and<br>Subdivision Review @)<br>6% of Water Main Cost                                                                                                                                      |                                           | <b>\$2,247.00</b>                                                         |
|    | b. Subdivision & site plan review fee @ \$175 per lot.<br>17 Lots                                                                                                                                                      |                                           | <b>\$2,975.00</b>                                                         |
| 3  | Sewer Review Fee - \$10 per lot or \$25 per 250 feet<br>of sewer line extension (whichever is greater)<br>sewer lines =<br>Minimum charge of \$25 per contract<br>\$10.00 implies \$170.00<br>\$25.00 implies \$350.00 |                                           | <b>\$350.00</b>                                                           |
| 4  | City Subdivision Inspection @<br>A: 3% of Full Development Cost<br>or B: \$300.00 per Lot<br>Whichever is greater<br>Full Development Cost =                                                                           | \$13,231.13<br>\$5,100.00<br>\$441,037.58 | <b>\$13,231.13</b>                                                        |
| 5  | Water Connection Fee<br>@ \$2,000.00 per Lot<br>17 Lots                                                                                                                                                                | \$2,000.00                                | <b>\$34,000.00 *</b><br>*reduced to \$17,904.25<br>per Special Conditions |
| 6  | Sewer Connection Fee<br>@ \$2000.00 per Lot<br>17 Lots                                                                                                                                                                 | \$2,000.00                                | <b>\$34,000.00 *</b><br>*waived per Special Conditions                    |
| 7  | DRAINAGE BASIN- Loosahatchie<br>Drainage Control Fee for those lots<br>not served by a Detention Basin<br>@ \$500.00 per Lot<br>0 Lots                                                                                 |                                           | <b>\$0.00</b>                                                             |

Attachment: Village at Deer Run Ph2 Subdivision Contract Minimum Bond (3409 : Subdivision Contract for Village at Deer Run Phase 2

|                       |                                                                                    |    |      |            |                           |
|-----------------------|------------------------------------------------------------------------------------|----|------|------------|---------------------------|
| 8                     | Drainage Control fee for lots<br>served by a Detention Basin<br>@ \$250.00 per Lot | 17 | Lots | \$4,250.00 | <u>\$4,250.00</u>         |
| 9                     | City portion of Water Improvements                                                 |    |      |            | <u>\$0.00</u>             |
| 10                    | DISTRICT _____ 3<br>Park Land Development Fee<br>@ \$700.00 per Lot                | 17 | Lots | \$700.00   | <u>\$11,900.00</u>        |
| <b>TOTAL DUE CITY</b> |                                                                                    |    |      |            | <b><u>\$52,857.38</u></b> |

**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<br>Construction Cost) |             | <u>\$62,017.58</u>        |
| 2. Street Light (Estimated at \$650.00 per lot)         |             |                           |
| 17 Lots                                                 | \$11,050.00 |                           |
|                                                         |             | <u>\$11,050.00</u>        |
| <b>TOTAL DUE II</b>                                     |             | <b><u>\$73,067.58</u></b> |

**III.** Upon Execution of Subdivision Contract and  
Before Construction Begins

**MINIMUM BOND** \$178,827.58

**IV.** Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount  
and held until HOA is turned over to residents in a  
formal meeting, and minutes from that meeting are  
provided to the City of Bartlett Planning and  
Engineering Offices.

17 Lots

**HOA BOND** \$ 34,000.00

| LOT   | #   | \$/LOT      |              |
|-------|-----|-------------|--------------|
| 1-25  | 17  | \$ 2,000.00 | \$ 34,000.00 |
| 26-75 | 23  | \$ 1,000.00 |              |
| 75-   | 200 | \$ 500.00   |              |

**The Minimum Required Bond is the greater of Item III. And IV. Above**

**\$178,827.58**

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

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY OF BARTLETT

\_\_\_\_\_  
DEVELOPER

\_\_\_\_\_  
TYPED OR PRINTED SIGNATURE

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BONDING COMPANY

\_\_\_\_\_  
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: \_\_\_\_\_  
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_

## LOCATION MAP





## PAVEMENT MANAGEMENT SERVICES PROPOSAL

PREPARED: Thursday, August 31, 2023

FOR: City of Bartlett, TN



**Bartlett**  
T E N N E S S E E  
HOMETOWN PROUD



**ROADINSIGHTS**<sup>TM</sup>

## PAVEMENT MANAGEMENT SERVICES PROPOSAL



Thursday, August 31, 2023

**ATTN: Becky Bailey**

Traffic Engineer  
6382 Stage Rd.  
Bartlett, TN 38134



Dear Becky,

The following, all-inclusive proposal and managed services agreement from Pavement Management Group will provide the City of Bartlett, TN with a turn-key pavement management program for the estimated 302.5-centerline mile roadway network. The project scope and pricing provided is valid for 60 days from publish date.

To move forward, please enter the purchase order number, sign and date on the "Project Costs and Execution Page" (Page 7), and then submit electronically to schedule your project kickoff meeting.

Respectfully,



### PAVEMENT MANAGEMENT GROUP

**JAMES GOLDEN**

*Founder and CEO*

(740) 507-3842

[James@PavementManagement.com](mailto:James@PavementManagement.com)



# PAVEMENT MANAGEMENT SERVICES PROPOSAL

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## TABLE OF CONTENTS

|                                         |          |
|-----------------------------------------|----------|
| <b>TABLE OF CONTENTS</b>                | <b>2</b> |
| <b>I. Project Overview</b>              | <b>3</b> |
| <b>II. Project Scope of Services</b>    | <b>3</b> |
| A. Project Kickoff                      | 3        |
| B. Inventory and Video Capture          | 3        |
| C. Condition Assessment                 | 4        |
| D. Project Deliverable                  | 4        |
| E. Project Review and Closeout          | 4        |
| F. Annual Managed Services              | 5        |
| <b>III. Project Invoicing and Terms</b> | <b>6</b> |
| <b>IV. Project Schedule</b>             | <b>6</b> |
| <b>V. Project Costs and Execution</b>   | <b>7</b> |

Attachment: PMG - Pavement Management Contract (3408 : Contract for Pavement Assessment and Management Services)

# PAVEMENT MANAGEMENT SERVICES PROPOSAL

## I. Project Overview

The City of Bartlett, TN, is responsible for the annual maintenance and repair of approximately 302.5-centerline miles of roadways within their boundary. RoadINsights from Pavement Management Group (PMG) combines expertise, industry standards, high-definition video, GIS, and artificial intelligence-powered condition assessment, ensuring the City of Bartlett, TN will meet its pavement management goals.

## II. Project Scope of Services

### A. Project Kickoff

PMG will host a project kickoff meeting via Zoom to discuss the scope of work, timeline, and deliverables and define all the resources required for the project. At this meeting, the project manager will present and request additional information and resources from the client deemed essential for completing the project on time.

| Kickoff                                                                                                                                                                                                      | Inventory & GIS                                                                                                                                                        | Video Management                                                                                                                                                                           | Inspection                                                                                                                                                                                               | Deliverables                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Outline Project Tasks and Timelines<br/>Completed 100%</li> <li>Project Directory Creation<br/>Completed 100%</li> <li>Kickoff Meetings<br/>Completed 100%</li> </ul> | <ul style="list-style-type: none"> <li>PAVER Inventory Creation<br/>Completed 100%</li> <li>GIS<br/>Completed 100%</li> <li>Work History<br/>Not Started 0%</li> </ul> | <ul style="list-style-type: none"> <li>Video Capture Files<br/>Completed 100%</li> <li>Video Upload<br/>Completed 100%</li> <li>Inventory Completion Invoice<br/>Not Started 0%</li> </ul> | <ul style="list-style-type: none"> <li>Manual Inspection<br/>In Progress 95%</li> <li>Inventory Condition Report<br/>Not Started 0%</li> <li>Inspection Completion Invoice<br/>Not Started 0%</li> </ul> | <ul style="list-style-type: none"> <li>Inventory Condition Deliverables<br/>Not Started 0%</li> <li>RoadINsights Deliverable<br/>Not Started 0%</li> <li>Final Report<br/>Not Started 0%</li> </ul> |

### B. Inventory and Video Capture

PMG will leverage the client-provided resources with internal processes to develop a complete roadway network inventory, fully linked to GIS for mapping capabilities. Our patrol team will capture 100 % of your Roadway Network in 1080P full HD video format and 60 frames per second. We will organize and upload these videos to our secure cloud-based server, where they will be accessible for streaming within our project report deliverables and your RoadINsights dashboard.



## PAVEMENT MANAGEMENT SERVICES PROPOSAL

### C. Condition Assessment

PMG uses a proprietary Artificial Intelligence (AI) model to identify, document, and quantify all distresses occurring within each section of the pavement networks. The distress data is first imported into the PAVER pavement management system for initial Pavement Condition Index (PCI) calculation. Our Quality Assurance team then reviews all documented distress data to finalize the PCI for each segment and pavement network, adhering to the ASTM D6433 condition assessment standard for roadways, trails, and parking lots. The PCI is on a numeric scale of 0 – 100, with 0 considered failed and 100 considered excellent. Each section is then classified within one of seven condition categories, which aid in correlating maintenance and repair activities with conditions.



### D. Project Deliverable

The following final project deliverables are as follows and will be delivered to the client in both online accessible and physical hard drive format:

- RoadINsights Platform with Streaming HD Video and Analytics
- Dedicated Shared Google Drive for all Project Files, Reports, and Videos
- Final Project Report in Both PDF and Online Accessible Format
- Final Inventory and Condition Data in Excel Spreadsheet Format
- Final Inventory and Condition Data in GIS Shapefile Format
- Final Inventory and Condition Data in Google Earth Accessible Format
- Development of Maintenance and Repair Decision Tree
- Treatment Qualification and Backlog Estimate for all Sections & the Network
- Five Budget/Target Driven Scenarios
- Development of Optimized Treatment/Project Plan
- A public accessible online dashboard will be created for use on client websites.  
Client to specify items within the platform to be made available for public use.

### E. Project Review and Closeout

PMG will host a Zoom-based meeting to present the finalized project report, deliverables and training in navigating your RoadINsights online dashboard. An onsite meeting may

## PAVEMENT MANAGEMENT SERVICES PROPOSAL

be requested and granted for an additional fee to be discussed and agreed upon between consultant and client.

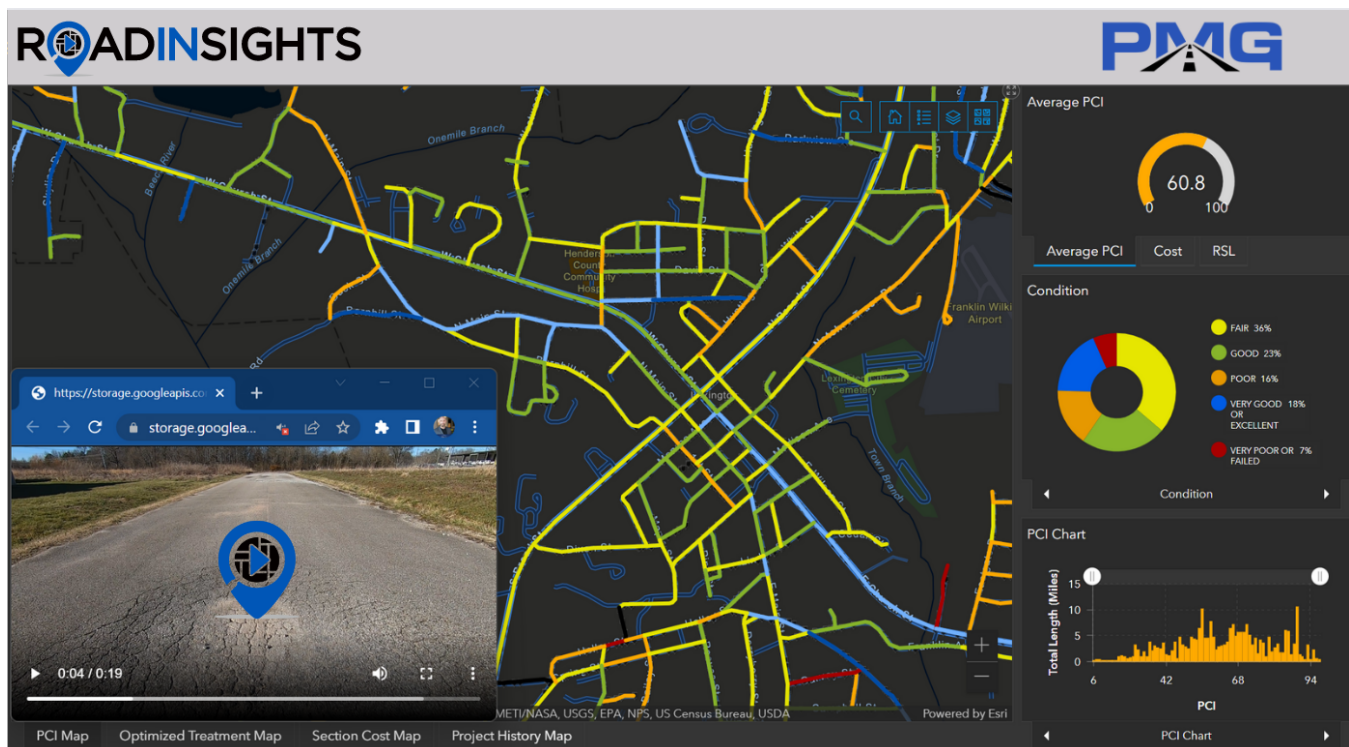
### F. Annual Managed Services

PMG completes our turn-key pavement management solution through our annual web-based platform, high-definition video streaming, consulting, and support services:

- 3 Years of RoadINsights –Unlimited Access and Video Streaming
- 3 Years of Continued Consulting, Training, and Support Services (8 Hours Per Year)
- 3 Annual State of the Network Updates
  - Addition of Newly Constructed or Annexed Roadways (Annually)
  - Removal of Sections no Longer Maintained (Annually)
  - Addition of Annual Maintenance and Repair Activity (Annually)
  - RoadINsights, Inventory, Condition, Work and KPI Update (Annually)

These annual services over your three year contract provide the critical systems, tools, data, accessibility, and resources to keep your pavement management program up to date. Your annual managed services subscription will begin on the date of our Project Review and Closeout Meeting in 2023, and will end on the same anniversary date in 2026.

AT the end of three years, PMG will discuss another three year contract and project extension with the client per terms within our awarded contract. If the client agrees to continue services, PMG will provide an updated proposal to reflect at that time.



## PAVEMENT MANAGEMENT SERVICES PROPOSAL

### III. Project Invoicing and Terms

PMG will invoice monthly, based upon project task progress and against the task percentages outlined within the cost table above. Payment terms are to be NET 30, and PMG greatly appreciates all efforts for prompt and on-time payments. We will provide supporting documents for each invoice as well.

PMG's Point of Contact for all invoicing, payment, insurance, and vendor-related documents:

**Christy Oprandi**

**Office Manager**

M: (740) 404-5762

O: (800) 638-8040

E: [Christy@PavementManagementGroup.com](mailto:Christy@PavementManagementGroup.com)

### IV. Project Schedule

PMG recommends a Q3/Q4 Project Schedule. Once PMG has received a signed copy of this proposal with the purchase order number, we will schedule and host the project kickoff meeting, typically within two weeks of receipt. The actual project schedule will be reviewed and discussed on this call, with services typically beginning within 30 days of the kickoff meeting. PMG estimates this project to be completed within 120 days of the start date.

| TASK                         | SEP | OCT | NOV | DEC | JAN '24-DEC '26 |
|------------------------------|-----|-----|-----|-----|-----------------|
| A. Project Kickoff           |     |     |     |     |                 |
| B. Inventory and Video       |     |     |     |     |                 |
| C. ASTM Condition Assessment |     |     |     |     |                 |
| D. Project Deliverable       |     |     |     |     |                 |
| E. Project Closeout          |     |     |     |     |                 |
| F. Managed Services          |     |     |     |     |                 |

## PAVEMENT MANAGEMENT SERVICES PROPOSAL

### V. Project Costs and Execution

The following Cost Table has been provided to outline the tasks and itemized costs associated with this project. To move forward, please enter the purchase order number, sign, date and then submit electronically to schedule your project kickoff meeting.

| TASK                                                                        | PERCENTAGE | COST     |
|-----------------------------------------------------------------------------|------------|----------|
| A. Project Kickoff                                                          | 15%        | \$11,250 |
| B. Inventory and Video Capture                                              | 20%        | \$15,000 |
| C. ASTM Condition Assessment                                                | 20%        | \$15,000 |
| D. Project Deliverable                                                      | 20%        | \$15,000 |
| E. Project Closeout                                                         | 15%        | \$11,250 |
| F. RoadINsights + Managed Services<br>*Good for all 3 Years of the Contract | 10%        | \$7,500  |
| <b>Project Total: \$75,000</b>                                              |            |          |

**\$75,000**

**Project Price Not to Exceed:**

**Purchase Order Number:**

**Authorized Signature:**

**Date:**



TN Dept Env & Conservation  
 WRS TN Tower, 10th Floor  
 312 Rosa L. Parks Avenue  
 Nashville TN 37243  
 Phone: (615) 532-0065

DWS\_WS\_C-1470

|         |                   |
|---------|-------------------|
| Invoice | INV00000000767907 |
| Date    | 8/1/2023          |
| Page    | 1/1               |

Due Date: 9/15/2023

**Bill To:**

Customer ID: 312898  
 JAMES O. BROWN  
 BARTLETT WATER SYSTEM

7244 Shelia Street  
 Millington, TN 38053

| Billed | Fee Item          | Fee Name                                   | Total       |
|--------|-------------------|--------------------------------------------|-------------|
| 1.00   | TN0000765-1-A-1-V | DWS-00605-ANNUAL FEE - CONNECTIONS - 20350 | \$26,455.00 |

Please read the additional information (on the back or enclosed) concerning this invoice

|          |             |
|----------|-------------|
| Subtotal | \$26,455.00 |
| Total    | \$26,455.00 |

-----Tear off and mail back above portion with your payment-----

Customer ID: 312898  
 BARTLETT WATER SYSTEM  
 JAMES O. BROWN  
 7244 Shelia Street  
 Millington TN 38053

Invoice  
 Date  
 Due Date  
 Total  
 Remit to:

DWS\_WS\_C-1470  
 INV00000000767907  
 8/1/2023  
 9/15/2023  
 \$26,455.00  
 TN Dept Env & Conservation  
 WRS TN Tower, 10th Floor  
 312 Rosa L. Parks Avenue  
 Nashville TN 37243

Attachment: Annual Facility Maintenance Fee - FY 2024 (3403 : Tennessee Department of Environment & Conservation (TDEC) Annual)

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## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

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**DATE:** September 12, 2023

**FROM:** Dick Phebus, Finance Director

**SUBJECT:** Amendment No. 2 to the City of Bartlett Tennessee Retirement Plan

**INTRODUCTION:** The purpose of this agenda item is to request Board of Mayor and Aldermen approval to adopt Amendment No. 2 of the City of Bartlett Tennessee Retirement Plan. This plan provides retirement benefits to City of Bartlett employees hired on or after July 1, 2014. Those hired before this date participate in the City of Bartlett Pension Plan or Legacy Plan.

**BACKGROUND:** The Bartlett Tennessee Retirement Plan requires affected employees to participate in the plan by contributing five (5) percent of their salary to the plan. The City of Bartlett matches this contribution of five (5) percent. At the end of each fiscal year, the City contributes an additional five (5) percent interest on the balance in the employee's account for the prior year. The plan is commonly called the 5-5-5 plan because of the above contribution levels.

**DISCUSSION:** The plan document requires an employee to be a member of the plan for 5 years to become "vested". After five (5) years, a member may leave the City and still have access to the funds accumulated in the member's account, including the city's contribution and the 5% interest contribution. Alternatively, the member may leave the funds in their account and continue to earn the 5% each year interest without any further contribution from either the employee or the city.

A participant who leaves the City or is terminated prior to becoming vested, i.e. before five years of employment, shall receive the participant's employee contributions with the interest credit on the employee contributions only up to the date of termination but shall not receive any further interest credits on employee contributions from and after the participant's date of termination.

Amendment No. 2 to the Bartlett Tennessee Retirement Plan clarifies language contained in the plan documents to conform to the above requirements.

**BUDGET IMPACT:** There is no budget impact as a result of this amendment to the Bartlett Tennessee Retirement Plan.

**PROPOSED MOTION:** To approve resolution as presented approving an Amendment No. 2 to the City of Bartlett Tennessee Retirement Plan. This amendment was approved by the City of Bartlett Pension Board on August 16, 2023 with a favorable recommendation to the Board of Mayor and Alderman.



### RESOLUTION 11-3

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2023-2024 FISCAL YEAR GENERAL PURPOSE FUND AND SPECIAL REVENUE FUNDS 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 change the total amount of the budget.

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

Section 1. That the General Purpose Fund and Special Revenue Fund Budgets for the 2023-2024 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts as referenced below:

| Fund 141 - 72620 - Maintenance of Plant        |          |        |         |                                    |                   |                   |             |                   |
|------------------------------------------------|----------|--------|---------|------------------------------------|-------------------|-------------------|-------------|-------------------|
| Fund                                           | Function | Object | Project | Description                        | Budget            | Add               | Subtract    | Amended Budget    |
| 141                                            | 72620    | 335    |         | Maintenance & Repairs-Buildings    | 420,000.00        | 500,000.00        |             | 920,000.00        |
|                                                |          |        |         |                                    |                   |                   |             |                   |
| <b>Totals</b>                                  |          |        |         |                                    | <b>420,000.00</b> | <b>500,000.00</b> | <b>0.00</b> | <b>920,000.00</b> |
| Fund 141 - 72620 - Maintenance of Plant        |          |        |         |                                    |                   |                   |             |                   |
| Fund                                           | Function | Object | Project | Description                        | Budget            | Add               | Subtract    | Amended Budget    |
| 141                                            | 72610    | 399    |         | Other Contracted Services-Asphalt  | 815,000.00        | 45,000.00         |             | 860,000.00        |
|                                                |          |        |         | Repairs at Deermont Park/Altruria  |                   |                   |             |                   |
| <b>Totals</b>                                  |          |        |         |                                    | <b>815,000.00</b> | <b>45,000.00</b>  | <b>0.00</b> | <b>860,000.00</b> |
| Fund 142 - ARP Homeless Grant                  |          |        |         |                                    |                   |                   |             |                   |
|                                                |          |        |         |                                    | Budget            | Add               | Subtract    | Amended Budget    |
| 142                                            | 71100    | 429    | 7020    | Instructional Supplies & Materials | 0.00              | 22,500.00         |             | 22,500.00         |
| 142                                            | 72130    | 499    | 7020    | Other Supplies & Materials         | 0.00              | 14,497.86         |             | 14,497.86         |
| 142                                            | 72210    | 355    | 7020    | Mileage                            | 0.00              | 500.00            |             | 500.00            |
| 142                                            | 72210    | 524    | 7020    | In-Service/Staff Development       | 0.00              | 9,000.00          |             | 9,000.00          |
| 142                                            | 72210    | 790    | 7020    | Equipment                          | 0.00              | 8,000.00          |             | 8,000.00          |
| 142                                            | 72710    | 355    | 7020    | Mileage                            | 0.00              | 1,000.00          |             | 1,000.00          |
|                                                |          |        |         |                                    |                   |                   |             |                   |
| <b>Totals</b>                                  |          |        |         |                                    | <b>0.00</b>       | <b>55,497.86</b>  | <b>0.00</b> | <b>55,497.86</b>  |
| Unadjusted FY 2023 Ending General Fund Balance |          |        |         |                                    | Beginning Bal     | Add               | Subtract    | Amended Fund Bal  |
|                                                |          |        |         |                                    | 32,294,068.27     |                   | 545,000.00  | 31,749,068.27     |

|                                                                                                           |
|-----------------------------------------------------------------------------------------------------------|
| Resolution 11-2: Beginning budget was shown as \$300,000 but should have been \$305,000 for 141-72620-399 |
| Amended budget would be \$815,000                                                                         |

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 24, 2023 from and after its adoption by the Bartlett City Board of Education.

Adopted this \_\_\_\_\_ day of August, 2023.

\_\_\_\_\_  
D. Bryan Woodruff, Chairman  
Bartlett City Board of Education

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

\_\_\_\_\_  
APPROVED AS TO FORM:  
Kari Shoopman, General Counsel

## ENERGY SAVINGS CONTRACT

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Path Company LLC, hereinafter called the "ESCO" and \_\_\_\_\_ hereinafter called the "Owner".

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and agreements herein contained agree as follows:

This provides for certain Energy Savings and overall Project Benefits to be verified in connection with the Work performed under this 1258-E1 Bartlett Shared Energy Savings Contract("Contract") between Path Company LLC and City of Bartlett, TN dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. ESCO and Owner hereby agree that all of the terms and conditions set forth and agreed upon under the 1258-C1 Bartlett Streetlight Installation Agreement ("Installation Contract") are incorporated in and made part of this Contract by this reference.

ESCO will provide the Project Benefits set forth in Exhibit "D" subject to the terms and conditions set forth in this Contract hereto.

The annual fee for the Work and the energy analysis is detailed Section 2.2: Annual Reconciliation

This proposal is proprietary property of ESCO and is provided for Owner's use only. ESCO guarantees the price stated in this Contract for thirty (30) days from the "Contract" date above. The proposal will become a binding Contract only after acceptance by Owner and approval by an officer of ESCO as evidenced by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ESCO which is not expressed herein.

**SCOPE OF CONTRACT:** ESCO shall provide the goods/services to the Owner as set forth in the Contract documents.

**PROJECT TERM:** 20 years

**THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

- A. This signed form
- B. The following negotiated items:
  - a. Exhibit A – Definitions
  - b. Exhibit B – Savings Scope of Work and Owner Responsibilities
  - c. Exhibit C – Baseline Conditions
    - i. Baseline and Proposed Streetlight Billing Parameters
    - ii. Baseline Plant Assets
  - d. Exhibit D – Measurement and Verification Plan
    - i. Annual Project Benefits
    - ii. Investment Charge Savings
    - iii. Energy Cost Savings
    - iv. Stranded Asset Fee
    - v. Baseline Adjustments

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

September 8, 2023 1258-E1 - Bartlett Shared Savings Energy Contract\_9-8-23\_\_\_\_\_

Page 1 of 15

This document contains trade secrets and proprietary information of Path Company LLC.

**OWNER'S AUTHORIZED REPRESENTATIVE(S):** Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance plus Certificate of Final Completion and Acceptance:

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

Owner may change any Authorized Representative(s) by providing written notice to ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## SECTION 1.0 COMMENCEMENT DATE AND TERMS OF CONTRACT

- Section 1.1** Commencement Date. The Commencement Date shall be the first day of the month subsequent to the Date of Final Completion as defined in the Installation Contract.
- Section 1.2** Term of Contract: The term of this Contract shall be twenty (20) years, measured beginning with the Commencement Date. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon the "Effective Date." The Effective Date is the date this Contract is sent to the ESCO after it has been fully executed by Owner and ESCO.
- Section 1.3** Termination by Mutual Agreement: This Contract ("Agreement") may be terminated only upon mutual approval of both the Owner and ESCO. Both parties shall provide written consent to the termination in order for it to be valid.
- Contract Re-evaluation or termination: At the end of each third year (following years 3, 6, 9, 12, 15 and 18), Owner and ESCO shall evaluate the most recent three years savings performance, future savings projections and current shared savings contract. During this re-evaluation period, terms of this entire agreement may be adjusted or terminated only upon mutual agreement by both parties.
- Mutual Agreement Requirement: If, through the re-evaluation process, a mutually agreeable resolution is reached, the parties shall sign a written agreement detailing the terms of such resolution. This agreement shall supersede the original T&Cs to the extent specified therein.
- Preservation of Original T&Cs: In the absence of a mutual agreement resulting from the reevaluation process, the original T&Cs of this Agreement shall continue to apply without modification, and the termination request shall be considered withdrawn.
- Costs and Expenses: Each party shall bear its own costs and expenses incurred during the reevaluation process, including any fees associated with the selected mediator.
- Section 1.4** Governing Law and Jurisdiction: This clause shall be governed by the laws of Tennessee, and any disputes arising from the termination or mediation process shall be subject to the exclusive jurisdiction of the courts within Shelby County, Tennessee

## SECTION 2.0 PAYMENTS TO ESCO

- Section 2.1** Minimum Annual Project Benefits. As set forth in Exhibits B, C, and D, ESCO has formulated and, subject to the adjustments provided for, has identified the Minimum Annual Project Benefits expected from the Scope of Work Contract. Owner has negotiated in good faith with ESCO to receive a reduced construction price while still gaining the value that ESCO offers above and beyond base MLGW offer. In return, Owner will allow ESCO to recoup a significant amount of project costs through a long-term shared savings agreement. As outlined in Section 2.2 and described in detail in Contract Exhibits B, C and D, ESCO shall share a portion of savings that are in excess of the Minimum Annual Project Benefits.
- Section 2.2** Annual Reconciliation
- Annual Reconciliation: Annually, the **Billed Energy Consumption**, Average Energy Rate, Investment Charges, and Stranded Asset Recovery Fees will be documented and compared to the Current Baseline

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

in order to determine Verified Annual Project Benefits as prescribed in Exhibit D: Measurement and Verification Plan. The Verified Annual Project Benefits will be compared to the Minimum Annual Project Benefits to determine whether or not a Savings Surplus was achieved for that year.

Savings Surplus: If, at the conclusion of any Measurement Year within the Project Term, the Project achieves Verified Annual Project Benefits that exceed the Minimum Annual Project Benefits, the surplus shall be termed "Savings Surplus." Throughout the entire duration of the Project Term, the Owner agrees to compensate the ESCO in an amount equal to 60% of this Savings Surplus, referred to as the "Excess Savings Payment." The Owner is responsible for remitting the Excess Savings Payment to the ESCO within sixty (60) days after receiving the annual Measurement and Verification (M&V) report. Notably, the Customer shall retain 40% of the Excess Savings as stipulated herein.

**Section 2.3** Billing & Information Procedure.

By the 30th day after receipt, Owner shall provide ESCO with copies of all streetlighting bills, which it shall have received for the preceding month. Within 30 days of receiving the final streetlight utility invoices for a given Performance Year, ESCO shall calculate the Verified Annual Project Benefits and complete the Annual Reconciliation process in accordance with the Measurement and Verification Plan detailed in Exhibit D.

**SECTION 3.0 EQUIPMENT SERVICE**

**Section 3.1** Actions by Owner. Once the Energy Equipment Installation Contract is completed, ESCO shall have no maintenance responsibilities.

**Section 3.2** Actions by Owner. Owner shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of ESCO. Notwithstanding the foregoing, Owner may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify ESCO before taking any such actions. In the event of such an emergency, Owner shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by ESCO. Owner agrees to maintain the Premises in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

**SECTION 4.0 FACTOR AND BASELINE CHANGES**

**Section 4.1** The Installation Contract will result in the installation of energy-efficient LED streetlight fixtures for the baseline plant assets documented in Exhibit C. Additionally, during the term of this Energy Contract, ESCO will continue to negotiate with the Utility to capture additional Investment Charge Savings. If ESCO is successful, Owner will benefit from both of these savings items. But it is also possible that the Baseline Conditions (I.e. number of fixtures installed or other conditions outside the control of the ESCO) could change. As such, Future energy charges, investment charges, stranded asset recovery fees, or miscellaneous savings captured by Owner that are not directly related to these baseline assets will require the baseline to be adjusted as detailed in Exhibit D.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedules, Exhibits, Attachments**

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

### Exhibit A – Definitions

1. **ESCO:** shall mean and include Path Company LLC
2. **Owner:** shall mean City of Bartlett, TN.
3. **Annual Savings Period or Measurement Year:** shall mean the consecutive twelve (12) month period beginning with the M&V Commencement Date.
4. **Current Baseline:** In determining Baselines, ESCO identifies some of the factors which may affect billed energy and investment charges for the Owner, which may include current quantity of fixtures by model, location and condition of current fixtures, proper dimming of fixtures, current fee structures related to energy consumption, investment charges, and stranded asset fees, utility rates, light levels, operating hours, and other equipment ("Factors"). After consideration of those Factors and certain other uses of the Facilities, ESCO establishes initial Baselines. It is understood that in the event changes in Factors affect the streetlight bill, the Baselines may be adjusted in accordance with the Baseline Adjustment Section found in Exhibit D.
5. **Baseline Dates:** shall mean the start and end dates determining the Baseline. The Baseline Dates for shall be the 12-month period ending on 27 December 2022.
6. **Average Energy Rate:** are the units of dollars per kWh as identified in Exhibit D.
7. **Billed Energy Consumption:** The Energy Consumption charge in units of kWh currently charged during the Baseline Dates.
8. **Installed Cost:** As identified on the Utility bill, this is the cost of all assets owned by the Utility.
9. **Investment Charge:** is charged by the utility to recoup their capital investment and operating expenses for city served streetlighting infrastructure. The baseline charges are identified in Exhibit D.
10. **Investment Charge Rate:** This rate, applied as a percentage, is applied to the Original Streetlight Plant Value in order to determine the Investment Charge billed to the City.
11. **Stranded Asset Recovery Fee:** In order to buyout existing baseline light fixtures, Owner must pay to the Utility the value of the Net Book Value of the existing asset (this payment occurs separate from this contract). In this project, this fee to the Utility will be financed over future years. This charge is identified in Exhibit D.
12. **Electric Consumption Savings:** The reduction in Billed Energy Consumption in units of kWh achieved through this project.
13. **Energy Cost Savings:** having units of dollars (\$), refers to the dollar expenditure avoided through the reduction in Utility consumption, demand, energy rates, or through sustainable energy production.
14. **Investment Charge Savings:** having the units of dollars (\$), refers to the dollar expenditure avoided through the reduction in investment charges.
15. **Project Term:** shall be 20 years.
16. **Energy Consumption Savings:** The energy conservation savings in kWh achieved through the reduction in billed energy consumption; they are identified in Exhibit D.
17. **Project Benefits:** are the summation of all annual Energy Cost Savings and Investment Charge Savings, net the addition of Stranded Asset Recovery fees, expected to occur due to the installation project.
18. **Minimum Annual Project Benefits:** Minimum expected Project Benefits as outlined in Exhibit D (calculations for this developed in conjunction with MLGW's offer from April 2023 – shown in Attachment 1)
19. **Verified Annual Project Benefits:** shall refer to the actual Project Benefits verified to have been achieved due to the installed equipment and ongoing services, calculated as set forth in the Measurement and Verification Plan in Exhibit D.
20. **Measurement & Verification (M&V) Plan:** ESCO'S process of calculating Verified Annual Project Benefits as detailed in Exhibit D.
21. **M&V Commencement Date:** "M&V Commencement Date" shall be the first day of the month following both:

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

- 1) The signed Certificate of Final Completion of the Project in accordance with the Installation Contract and
  - 2) ESCO'S receipt of all payments due and owing under the Project Contract.
22. **Savings Surplus:** : If, at the conclusion of any Measurement Year within the Project Term, the Project achieves Verified Annual Project Benefits that exceed the Minimum Annual Project Benefits, the surplus shall be termed "Savings Surplus."
23. **Excess Savings Payment:** Throughout the entire duration of the Project Term, the Owner agrees to compensate the ESCO in an amount equal to 60% of this Savings Surplus, referred to as the "Excess Savings Payment."
24. **Annual Reconciliation:** Annually, the Billed Energy Consumption, Average Energy Rate, Investment Charges, and Stranded Asset Recovery Fees will be documented and compared to the Current Baseline in order to determine Verified Annual Project Benefits as prescribed in Exhibit D: Measurement and Verification Plan. The Verified Annual Project Benefits will be compared to the Minimum Annual Project Benefits to determine whether or not a Savings Surplus was achieved for that year.
25. **Adjusted Baseline Investment Charge:** shall be the baseline Investment Charge plus any baseline adjustments applied per the terms in Exhibit D.
26. **Adjusted Baseline Billed Energy Consumption:** shall be the baseline Billed Energy Consumption plus any baseline adjustments applied per the terms in Exhibit D.
27. **Factors:** Shall be conditions which may affect billed energy and investment charges for the Owner, which may include number energy use for the Facilities, including current quantity of fixtures by model, location and condition of current fixtures, proper dimming of fixtures, current fee structures related to energy consumption, investment charges, and stranded asset fees, utility rates, light levels, operating hours, and other equipment characteristics.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## Exhibit B – Savings Scope of Work and Owner Responsibilities

### Scope of Work

1. The Verified Annual Project Benefits will be calculated in accordance with the Measurement and Verification plan in Exhibit E.
2. ESCO shall perform an Annual Reconciliation to calculate any Savings Surplus and invoice customer for Excess Savings Payment.

### Owner Responsibilities

1. For the purpose of determining the Verified Annual Project Benefits, Owner shall cooperate with ESCO by providing data and/or notification to the Utility that may include streetlight bills and other applicable information and maintenance records, changes in Factors affecting energy use, and/or additional information as requested by ESCO personnel and in accordance with the Measurement and Verification Plan in Exhibit D.
2. Owner shall notify ESCO of any changes in baseline conditions, which may include current quantity of fixtures by model, location and condition of current fixtures, dimming system changes to the documented values referenced within Exhibit C, current fee structures related to energy consumption, investment charges, and stranded asset fees, utility rates, light levels, operating hours, and other equipment ("Factors").
3. When performing future maintenance, Owner shall maintain fixture type, performance rating, and operational parameters (including dimming levels and operating hours) or notify ESCO of any changes and allow baseline adjustments.
4. In accordance with Section 2 of this contract, Owner shall pay Excess Savings payments to ESCO.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## Exhibit C – Baseline Conditions

### i. Baseline and Proposed Streetlight Billing Parameters

The City of Bartlett's current streetlight bill consists of several key parameters documented in Figure 1 below:

**Figure 1: Current Baseline Bill Components**

| <b>Current Baseline</b>            |                        |
|------------------------------------|------------------------|
| Billed Energy kWh                  | 6,166,024              |
| Average Energy Rate                | \$0.07801              |
| <b>Annual Energy Costs:</b>        | <b>\$481,011.53</b>    |
| Installed Costs                    | \$9,610,086.73         |
| Investment Charge (%)              | 10.41%                 |
| <b>Investment Charge (\$)</b>      | <b>\$ 1,000,410.03</b> |
| <b>Stranded Asset Recovery Fee</b> |                        |
| <b>TOTAL</b>                       | <b>\$ 1,481,422</b>    |

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## ii. Baseline Plant Assets:

The Scope of Work of the Installation Contract includes the 8,433 fixtures identified in Table 2a. The installation map for these fixtures is available at [pathco.info/BartlettProjectMap](http://pathco.info/BartlettProjectMap). Any additions to these identified fixtures will be the basis of an adjustment as described in Exhibit D.

**Table 2a: Scope of Work Fixture Count**

| FIXTURE MODEL NUMBER                                                 | QTY          |
|----------------------------------------------------------------------|--------------|
| GCJ3-30J-MV-30K-2R-GY-075-MEM                                        | 5,594        |
| GCJ3-30J-MV-30K-2F-GY-095-MEM                                        | 743          |
| VERD CA2 110 730 U-T2 AP 20MSP PR7 U133440                           | 627          |
| VERD-G-CA2-140-730-U-T3-AP-20MSP-PR7-U133441                         | 883          |
| GVD3 P30 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 449          |
| GVD3 P40 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 106          |
| MPL3 P40S 30K MVOLT TG2 QSM CMC PR7E BADF QSM CMC PR7E UAF RFD336314 | 27           |
| UFLD-CA2-130-730-U-66-S-AP-20MSP-PR7                                 | 4            |
| <b>TOTAL</b>                                                         | <b>8,433</b> |

The Scope of Work of the Installation Contract includes the following dimming levels. Including these fixtures in the design at the prescribed dimming levels, ESCO was able to save significant energy cost while reducing up front cost. It is imperative that the City maintain these dimming levels for the Project Term. Any increases to dimming levels identified in Table 2b will be the basis of an adjustment as described in Exhibit D.

**Table 2b: Scope of Work Dimming Levels**

| BARTLETT           |                                                                      |              |         |                                                                      |              |         |
|--------------------|----------------------------------------------------------------------|--------------|---------|----------------------------------------------------------------------|--------------|---------|
|                    | MLGW                                                                 |              |         | PATH                                                                 |              |         |
|                    | FIXTURE                                                              | QTY          | WATTAGE | FIXTURE                                                              | QTY          | WATTAGE |
| Local Roadway      | GCJ3-30J-MV-30K-2R-GY-075-MEM                                        | 5,594        | 54      | GCJ3-30J-MV-30K-2R-GY-075-MEM (DIMMED 80%)                           | 5,594        | 43      |
| Collector Roadway  | GCJ3-30J-MV-30K-2F-GY-095-MEM                                        | 743          | 67      | GCJ3-30J-MV-30K-2F-GY-095-MEM                                        | 743          | 67      |
| Major Roadway      | VERD CA2 110 730 U-T2 AP 20MSP PR7 U133440                           | 627          | 114     | VERD CA2 110 730 U-T2 AP 20MSP PR7 U133440                           | 627          | 114     |
| Major Roadway      | VERD-G-CA2-140-730-U-T3-AP-20MSP-PR7-U133441                         | 883          | 142     | VERD-G-CA2-140-730-U-T3-AP-20MSP-PR7-U133441                         | 883          | 142     |
| Local Post Top     | GVD3 P30 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 449          | 61      | GVD3 P30 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 449          | 61      |
| Collector Post Top | GVD3 P40 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 106          | 80      | GVD3 P40 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 106          | 80      |
| Teardrop           | MPL3 P40S 30K MVOLT TG2 QSM CMC PR7E BADF QSM CMC PR7E UAF RFD336314 | 27           | 132     | MPL3 P40S 30K MVOLT TG2 QSM CMC PR7E BADF QSM CMC PR7E UAF RFD336314 | 27           | 132     |
| Flood              | UFLD-CA2-130-730-U-66-S-AP-20MSP-PR7                                 | 4            | 130     | UFLD-CA2-130-730-U-66-S-AP-20MSP-PR7                                 | 4            | 130     |
| <b>TOTAL</b>       |                                                                      | <b>8,433</b> |         |                                                                      | <b>8,433</b> |         |

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

### Exhibit D – Measurement & Verification Plan

Measurement & Verification Plan: ESCO and Owner agree that the Verified Savings by ECM will be determined using the following Measurement & Verification (M&V) plans further described in this section. Through this plan, the savings generated by the ECMs installed (and any excess savings) will be validated. Minimum Energy Savings within this Project Period shall follow protocols established in the International Performance Measurement and Verification Protocol (IPMVP) 2022 revision. Savings are verified under M&V Option C (whole facility) protocol. Under this method, future billed components are directly compared to baseline billed components, allowing adjustments for changes in baseline conditions.

#### iii. Minimum Annual Project Benefits

The Minimum Annual Project Benefits projected for this project are \$404,666 each year. This is derived from expected savings in the following categories based on MLGW's base streetlight upgrade offer in April 2023 (Attachment 1):

|                                  |                  |
|----------------------------------|------------------|
| Investment Charge Savings:       | \$211,089        |
| Stranded Asset Recovery Fee:     | (\$70,980)       |
| <u>Energy Cost Savings:</u>      | <u>\$264,557</u> |
| Minimum Annual Project Benefits: | \$404,666        |

Table 3 below will be used each year to compare Verified Annual Project Benefits against the Minimum Annual Project Benefits in order to quantify any Savings Surplus. The Annual Investment Charge Savings and the Annual Energy Cost Savings will be determined as demonstrated on the following pages in Table 4 and Table 5, respectively.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

Table 3: Minimum Annual Project Benefits Table

|         | Investment Charge Savings | Stranded Asset Recovery Fee (Added Cost) | Energy Cost Savings | Verified Annual Project Benefits | Minimum Annual Project Benefits | Savings Surplus | PATH Share of Savings Surplus | City's Share of Savings Surplus |
|---------|---------------------------|------------------------------------------|---------------------|----------------------------------|---------------------------------|-----------------|-------------------------------|---------------------------------|
| Year 1  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 2  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 3  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 4  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 5  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 6  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 7  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 8  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 9  |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 10 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 11 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 12 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 13 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 14 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 15 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 16 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 17 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 18 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 19 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |
| Year 20 |                           |                                          |                     |                                  | \$ 404,666                      |                 |                               |                                 |

**Annual Reconciliation:** Annually, the Billed Energy Consumption, Average Energy Rate, Investment Charges, and Stranded Asset Recovery Fees will be documented and compared to the Current Baseline in order to determine Verified Annual Project Benefits as prescribed in Exhibit D: Measurement and Verification Plan. The Verified Annual Project Benefits will be compared to the Minimum Annual Project Benefits to determine whether or not a Savings Surplus was achieved for that year.

**Savings Surplus:** If, at the conclusion of any Measurement Year within the Project Term, the Project achieves Verified Annual Project Benefits that exceed the Minimum Annual Project Benefits, the surplus shall be termed "Savings Surplus." Throughout the entire duration of the Project Term, the Owner agrees to compensate the ESCO in an amount equal to 60% of this Savings Surplus, referred to as the "Excess Savings Payment." The Owner is responsible for remitting the Excess Savings Payment to the ESCO within sixty (60) days after receiving the annual Measurement and Verification (M&V) report. Notably, the Customer shall retain 40% of the Excess Savings as stipulated herein.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

#### iv. Investment Charge Savings

##### Investment Charge Savings

The investment charge on the Owner's utility bill allows the Utility to recover capital investments, tax payments and operating expenses made by the Utility to support streetlight services provided to the City . Because the Owner is investing their own capital to upgrade light fixtures, the new agreement will credit the City for investing municipal funds into the upgrade of their capital asset. Investment Charge Savings in this project are generated from ESCO's ability to assist the City in the negotiation process with the utility for a reduction in the investment charge. The current annual investment charge to the City is **\$1,000,410 (10.41% of the Installed Cost of \$9,610,086) as outlined in Exhibit C.** ESCO projects a minimum level of Investment Charge Savings in the amount of **\$211,089** as shown in Exhibit D, Section iii (this calculation is derived from MLGW's April 2023 offer as shown in Attachment 1).

Annual Verified Investment Charge Savings will be calculated by calculating the difference between Current Baseline Investment Charge and future Annual Billed Investment Charge. The Current Baseline Investment Charge may be adjusted to account for changes in operations or asset management as described in Exhibit D Section vii. The resulting Annual Verified Investment Charge Savings from Table 4 will be used to update Table 3 each year as part of the shared savings annual reconciliation process.

##### Investment Charge Savings Surplus:

Throughout the entire duration of the Project Term, the Owner agrees to compensate the ESCO in an amount equal to 60% of the "Savings Surplus" that exceeds the minimum level of Investment Charge Savings in the amount of \$211,089. As described in this section, the Investment Charge Savings may be adjusted to account for changes in operations or asset management as described in Exhibit D Section vii.

**Table 4: Investment Charge Savings Table**

|         | Current Baseline<br>Investment Charge<br>(A) | Investment<br>Charge Baseline<br>Adjustments<br>(B) | Adjusted Baseline<br>Investment Charge<br>(C) = (A) + (B) | Annual Billed<br>Investment Charge<br>(D) | Annual Verified<br>Investment<br>Charge Savings<br>(E) = (D) - (C) | minimum<br>Annual<br>Investment<br>Charge<br>Savings |
|---------|----------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------|
| Year 1  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 2  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 3  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 4  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 5  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 6  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 7  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 8  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 9  | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 10 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 11 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 12 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 13 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 14 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 15 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 16 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 17 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 18 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 19 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |
| Year 20 | \$ 1,000,410                                 | \$ -                                                |                                                           |                                           |                                                                    | \$ 211,089.00                                        |

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## v. Energy Cost Savings

### Energy Cost Savings

Energy Savings are a result of the improved efficiency and control of LED lighting compared to previous technology. Because streetlights are unmetered, the savings are determined by ESCO's ability to optimize the system and demonstrate the performance rating of the new plant.

The financial impact of the reduced electric consumption (kWh) cost for LED streetlighting is dependent on the Average Energy Rate of electricity in \$/kWh. The higher the annual escalation rate on Average Energy Rates incurred by the City, the greater the value of the avoided electric consumption. To ensure that projected energy savings are not overstated, Minimum Annual Project Benefits over the 20-year term are based on the Baseline Conditions Average Energy Rate with no annual escalations. However, future billed Energy Consumption (kWh) and Average Energy Rates (\$/kWh) will be updated as part of the Annual Reconciliation Process. (The minimum applied Average Energy Rate shall be the Baseline Average Energy Rate of \$0.07801/kWh.)

As demonstrated in the table below, the annual billed electric consumption will be entered into the Measurement and Verification table each year in order to compare Annual Billed Electric Consumption each year against Baseline Billed Energy Consumption of 6,166,024 kWh. Changes to the streetlight plant scope (i.e. additions or deletions) or diming system operational issues that affect the energy charge will serve as a basis for Baseline Conditions adjustments (as prescribed in Exhibit D, Section vii) to ensure a fair comparison to Baseline Conditions. ESCO projects a minimum level of Billed Energy Consumption savings in the amount of 3,391,313 kWh. Based on the Baseline Average Energy Rate of \$0.07801/kWh this results in a minimum projected Energy Cost Savings of \$264,557 as shown in Exhibit D, Section iii (this calculation is derived from MLGW's April 2023 offer as shown in Attachment 1).

The financial value of the annual Energy Cost Savings will be determined by multiplying the Billed Energy Consumption Savings (kWh) by the Average Energy Rate for that year as determined on the Streetlight Invoice. The resulting Annual Energy Cost Savings from Table 5 will be used to update Table 3 each year as part of the shared savings annual reconciliation process.

#### Energy Cost Savings Surplus:

Throughout the entire duration of the Project Term, the Owner agrees to compensate the ESCO in an amount equal to 60% of the "Savings Surplus" that exceeds the minimum level of Energy Cost Savings in the amount of \$264,557. As described in this section, the Investment Charge Savings may be adjusted to account for changes in operations or asset management as described in Exhibit D Section vii.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

Table 5: Energy Cost Savings Table

|         | Baseline Billed<br>Energy<br>Consumption<br>(kWh)<br>(A) | Baseline kWh<br>Adjustment<br>(B) | Adjusted Baseline<br>Billed Energy<br>Consumption<br>(kWh)<br>(C) = (A) + (B) | Annual Billed<br>Energy<br>Consumption<br>(kWh)<br>(D) | Energy<br>Consumption<br>Savings (kWh)<br>(E) = (C) - (D) | Average Energy<br>Rate (\$/kWh)<br>(F) | Energy Cost<br>Savings<br>(\$)<br>(G) = (E) x (F) | minimum Annual<br>Energy Cost<br>Savings |
|---------|----------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------|----------------------------------------|---------------------------------------------------|------------------------------------------|
| Year 1  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 2  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 3  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 4  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 5  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 6  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 7  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 8  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 9  | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 10 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 11 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 12 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 13 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 14 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 15 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 16 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 17 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 18 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 19 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |
| Year 20 | 6,166,024                                                | -                                 |                                                                               |                                                        |                                                           |                                        |                                                   | \$ 264,557                               |

**vi. Stranded Asset Recovery Fee**

In order to buyout existing light fixtures and capture the Baseline Conditions investment charge savings. This amount, estimated at \$70,980 for a period of 17.66 (as shown in April 2023 MLGW offer and documented in Attachment 1), will be verified on the streetlight bill upon Commencement of the M&V term, then stipulated each year (for 17.66 years after project commencement). Any changes to this fee as a result of changes in Baseline Conditions should not be accounted for within the Annual Reconciliation process.

**vii. Baseline Adjustments**

In determining Baseline Conditions, ESCO identifies some of the factors which may affect billed energy and investment charges for the Owner, which may include number energy use for the Facilities, including current quantity of fixtures by model, location and condition of current fixtures, proper dimming of fixtures, current fee structures related to energy consumption, investment charges, and stranded asset fees, utility rates, light levels, operating hours, and other equipment ("Factors"). After consideration of those Factors, ESCO establishes the Current Baseline. It is understood that in the event that scope changes are made to the streetlight plant affect the streetlight bill, the ESCO may apply an adjustment to Current Baseline as part of the analysis as illustrated in Table 4 and Table 5. Current Baseline and operational Factors are identified in Exhibit C of this Contract.

The impact of each baseline change will be quantified as part of the Annual Reconciliation Process. The most common necessity for a baseline adjustment is an increase in the number of streetlight fixtures. For such additions, the formula used to calculate these adjustments shall be:

*Baseline Investment Charge Adjustment = Future Increase in Installed Cost x 10.41%*

*Baseline Electric Consumption (kWh) Adjustment = Added Fixture Count x Billed Electric Consumption (kWh) per Fixture*

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

September 8, 2023 1258-E1 - Bartlett Shared Savings Energy Contract\_9-8-23\_\_\_\_\_

Page 15 of 15

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## ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between Path Company LLC, hereinafter called the "ESCO" and Bartlett, TN hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

This Contract is for Professional Work for energy efficiency improvements ("Professional Work") hereinafter referred as 1258-C1 Bartlett Streetlight Installation Agreement. The parties shall also enter into an Energy Savings Contract of even date here with (the "Energy Savings Contract"). ESCO and Owner agree each and all of the provisions of this Contract are hereby incorporated into the 1258-E1 – Bartlett Shared Energy Savings Contract by this reference, so that each and all of such provisions shall constitute a part of the 1258-E1 - Bartlett Shared Energy Savings Contract.

ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein and set forth in Exhibits A, B, C, D, E and F (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work).

The purchase price for the Work will be **\$4,331,839** as outlined (*this excludes the TVA Rebate in the amount of \$129,193 that will reduce the net upfront expense for the Owner to \$4,202,646 with a \$100,000 project contingency*)

| Project Cost Description  |                       |
|---------------------------|-----------------------|
| Installed Cost            | \$ 4,331,839.00       |
| TVA Rebate                | (\$129,193.00)        |
| Project Contingency       | \$100,000.00          |
| <b>Total Upfront Cost</b> | <b>\$4,202,646.00</b> |

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 12 months following Owner's acceptance and ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by ESCO. The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.

This Agreement is proprietary property of ESCO and is provided for Owner's use only. ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ESCO which is not expressed herein.

**SCOPE OF CONTRACT:** The ESCO shall provide the goods/work to the Owner as set forth in the Contract.

**THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

- (1) This signed form
- (2) The following Exhibits:
  - a. Exhibit A – Scope of Work
  - b. Exhibit B – Notice to Proceed
  - c. Exhibit C – Substantial Completion Form

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

September 8, 2023

1258-C1 Bartlett Streetlight Installation Agreement

Page 1 of 23

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- d. Exhibit D – Final Completion Form
  - e. Exhibit E – Hazardous Materials
- Attachment 1: MLGW Offer

**OWNER'S AUTHORIZED REPRESENTATIVE(S):** Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, plus Certificate of Final Completion and Acceptance:

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Position/Title**

Owner may change any Authorized Representative(s) by providing written notice to ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## **TERMS AND CONDITIONS (for Installation Scope)**

### **SECTION 1.0 PAYMENTS TO ESCO**

**Section 1.1** Construction Payments. Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Construction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments. In addition to construction period payments, Owner shall pay to ESCO shared savings due in accordance with the terms of the 1258-E1 - Bartlett Shared Energy Savings Contract.

**Section 1.2** If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements such as, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to ESCO that is required by the Internal Revenue Service.

### **SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL**

**Section 2.1** Construction Procedures and Changes to Work. ESCO shall supervise and direct the Work using qualified and lawfully licensed personnel. ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work.

**Section 2.2** ESCO shall provide overall coordination, management, and responsibility, and shall assure that all Work is completed in a good and workmanlike manner. ESCO's Work shall include the following:

- a. Engineering Design: A survey of the Premises for purposes of designing the Program.
- b. Procurement, Installation, Start-Up: Subject to other provisions of this Contract, ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

- Section 2.3** Systems Startup and Equipment Commissioning: The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.
- Section 2.4** In order for ESCO to receive payments during the design/build stages of the Program, the Owner shall authorize disbursements from any escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO per Section 1.0 of this contract.
- Section 2.5** Substantial Completion. ESCO may provide written notice to Owner that one or more of the items described in Exhibit A (each, a "Service Element") is/are substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and ESCO for Energy Savings Contract and any adjustment of compensation therefor.
- Section 2.6** Final Completion. Upon Owner's receipt of written notice from ESCO that the Work is ready for final inspection and acceptance, Owner and ESCO shall inspect the Work and determine whether the same has been performed in accordance with this Contract. If Owner considers the Work complete and performed in accordance with this Contract, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate", substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final Certificate to ESCO and does not provide to ESCO written objections to issuance of Final Certificate,
- ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate as the date Final Certificate was submitted to Owner.

- Section 2.7** Delays. If ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, or due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with ESCO in the timely performance of the Work, then ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.
- Section 2.8** Equipment Location and Access. Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by ESCO and acceptable to Owner, to perform the Work. ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.
- Section 2.9** Permits and Governmental Fees. ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. In addition, Owner is responsible for the governmental or regulatory permits, if any, outlined in Exhibit A.
- Section 2.10** Utilities During Construction. Owner shall provide ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by ESCO during performance of the Work. ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.
- Section 2.11** Concealed or Unknown Conditions. ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) Asbestos, Lead Paint or any other Hazardous Material. If such conditions cause an increase in ESCO's cost of, or time required for, performance of any part of the Work, ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

**Section 2.12** Equitable Adjustment

- (a) ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:
1. the Work is delayed, suspended or accelerated by any Owner Representative;
  2. failure by Owner to timely perform its obligations hereunder;
  3. A Change in Law (as defined in Section 2.14), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
  4. The occurrence of an Event of Force Majeure, as defined in Section 11.4, affecting the Work;
  5. Any change to the Work is requested or directed by Owner; or
  6. ESCO encounters a concealed or unknown condition as described in Section 2.11.
  7. Any Act of God such as a wind, hail, hurricane, tornado, storms (named and unnamed), war, strikes, riots and/or civil commotions.
- (b) Procedure. If ESCO is entitled to an equitable adjustment, as described in subsection a), above ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Owner shall either (i) execute and deliver to ESCO such change order as provided by ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, ESCO may either (i) perform the Work and Owner shall compensate ESCO for such performance on a time and material basis in accordance with ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

**Section 2.13** Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by ESCO, ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

**Section 2.14** Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff,

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Tennessee state law, ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

### **SECTION 3.0 OWNER'S OBLIGATIONS**

**Section 3.1** Access to Premises. Owner shall provide ESCO with access to the Premises, with or without prior notice to Owner, to inspect for ESCO's benefit the Work and/or to validate Owner's performance of its responsibilities.

**Section 3.2** Representations, Warranties and Covenants of Owner. Owner hereby represents, warrants, and covenants to ESCO that:

- (a) Owner has furnished, or caused others to furnish, and will continue to furnish to ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:
  - i. utility records for the 24-month period preceding the date hereof and throughout the Term;
  - ii. occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
  - iii. written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
  - iv. descriptions of all energy consuming or saving equipment used on or affecting the Premises;
  - v. any energy or environmental audits relating to all or any part of the Premises;
  - vi. any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
  - vii. construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
  - viii. a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.
- (b) Owner has provided ESCO with all records heretofore requested by ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to ESCO by Owner in writing; and

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

- (c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to ESCO in writing by Owner. The parties stipulate that the City will continue to have an agreement with MLGW, and such agreement will not violate this paragraph; and
- (d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by ESCO hereunder, without prior written consent of ESCO; and
- (e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to ESCO by Owner in writing; and
- (f) No part of the Equipment controlled by ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by ESCO, except in the event of an emergency, in which event Owner may remedy the emergency and shall notify ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and
- (g) Owner has disclosed in writing to ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and
- (h) Owner will provide ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and
- (i) The execution, delivery and performance by Owner of this Contract does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all laws and regulations relative to bidding or procurement of the Work hereunder; and
- (j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;
- (k) Owner shall notify ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract and/or (2) any interruption or alteration of the energy supply to the Premises; and
- (l) Owner acknowledges and agrees that the Performance Period Work will be performed by ESCO or on behalf of ESCO by a ESCO authorized service provider; and

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

- (m) Owner is the fee simple owner of the Premises and the real estate upon which the Premises are located.

### Section 3.3

Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

- (a) Failure by Owner to timely pay or cause to be paid amounts due ESCO in accordance with the provisions of this Contract and applicable law;
- (b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;
- (c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii) granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without ESCO's express written consent;
- (d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;
- (e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

### Section 3.4

ESCO Default. Each of the following events or conditions shall constitute a default by ESCO (each, a "ESCO Default"):

- (a) Any representation or warranty furnished by ESCO in this Contract is false or misleading in any material respect when made;
- (b) Any failure by ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or
- (c) The commencement of any voluntary proceedings in bankruptcy or receivership by ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, ESCO becomes insolvent, or ESCO makes a general assignment for the benefit of creditors.

### Section 3.5

Termination Without Cause. Termination of this Contract without cause will be effectuated by delivery of at least ten (10) day advance written notice declaring termination, upon which event a) Owner shall be liable to ESCO for all Work furnished up to the effective date of termination or material and price of any specially manufactured items, whether in production or delivered; and b) ESCO shall have no further obligation to Owner under this Contract.

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**Section 3.6** Termination by ESCO Due to Owner Default. If an Owner Default has occurred and is continuing, ESCO may immediately suspend all or a portion of the Work at ESCO's discretion and/or terminate this Contract by ten (10) day written notice to Owner. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO including the cost of material and the price of any specially manufactured items, whether in production or delivered. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including attorney fees and costs incurred by ESCO as a result of Owner's default to the extent permitted by applicable law. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity

**Section 3.7** Termination by Owner Due to ESCO Default. If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by ten (10) day written notice to ESCO. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that ESCO shall not be obligated to ship any such equipment unless Owner provides ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to ESCO, but if the expense exceeds the unpaid balance, ESCO shall pay the difference to Owner. In addition, Owner may exercise any right or remedy available to the Owner at law or in equity. Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

#### **SECTION 4.0 INSURANCE**

**Section 4.1** ESCO's Liability Insurance. ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation: Statutory

Comprehensive General Liability: \$1,000,000 per occurrence  
\$2,000,000 in the aggregate

**Section 4.2** Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to ESCO by Owner for Work corresponding to such Equipment.

**Section 4.3** Owner's Liability and Property Insurance.

- (a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.
- (b) Owner shall purchase and maintain Property Insurance policy covering the materials, supplies, equipment, etc. while being stored, installed and at final acceptance. Owner hereby agrees that ESCO is not responsible for purchasing or maintaining Builder's Risk / Property Insurance on behalf of Owner, nor will ESCO purchase or maintain such insurance on behalf of Owner. Further, Owner agrees that ESCO is not responsible for purchasing and

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maintaining the Builder's Risk / Property Insurance, and that once materials, supplies, equipment, etc. are delivered to Owner's construction site (or any site belonging to Owner, even if not the exact installation site), that Owner is fully responsible for materials, supplies, equipment, etc. from that point forward in regard to any form of loss or peril.

- Section 4.4** Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.
- Section 4.5** Evidence of Insurance. Owner and ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be maintained under Sections 4.1 and 4.3 of this Contract. The certificate(s) shall name the other Party as an "additional insured" to the extent of the indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.
- Section 4.6** If applicable, the payment and performance bonds provided in accordance with Tennessee state law by ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the infrastructure improvements, construction or construction management and supervision of the work for purchasing and installing ESCO Equipment, or for work to be accomplished by the Owner.

## **SECTION 5.0 HAZARDOUS MATERIALS**

- Section 5.1** Asbestos and Hazardous Materials. Except as expressly stated, ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and

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Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which ESCO will be performing any part of the Work or Owner has disclosed to ESCO the existence and location of any Hazardous Materials in all areas within which ESCO will be performing any part of the Work. ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibits E, or which present or may present a hazard to or endanger health welfare or safety, ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate ESCO for any additional costs incurred by ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "ESCO" for purposes of this Article 5) and ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by ESCO; and/or (2) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Tennessee state law, ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

## **SECTION 6.0 LIMITATION OF LIABILITY**

**Section 6.1** Indemnification. To the maximum extent permitted by Tennessee state law, ESCO shall indemnify Owner and hold Owner, and its respective officers, directors, affiliates, shareholders, and employees harmless from any and all third party actions, costs, expenses, damages and liabilities, including

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reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of its employees, agents, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or governmental administrative Owner to respond to any legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

**Section 6.2**     **LIMITATION OF LIABILITY:** RECOGNIZING THE LIMITATIONS AND IMMUNITIES ALLOWED TO GOVERNMENTAL ENTITIES UNDER THE TENNESSEE GOVERNMENTAL TORT LIABILITY ACT AND OTHER APPLICABLE LAW, AND WITHOUT WAIVER OF ANY RIGHTS , PRIVILEGES OR IMMUNITIES THEREUNDER, **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY.**

## **SECTION 7.0     WARRANTY**

**Section 7.1**     General. Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by ESCO.

On all systems installed pursuant to this Contract, ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation.

If the Equipment fails to fulfill the performance Energy Savings Contracts, ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, ESCO shall be given the opportunity to test the equipment under requisite conditions.

The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, ESCO shall deliver to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

**Section 7.2**     Equipment Warranties. ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that ESCO shall have no obligation to incur costs

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to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to ESCO's failure to exercise its warranty rights shall be borne solely by ESCO.

All warranties shall be transferable and extend to the Owner. ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

### **Section 7.3**

THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ESCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF WORK, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. ESCO SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

### **SECTION 8.0 REPRESENTATIONS**

Each Party warrants and represents to the other that:

- i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

- V. ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES, BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

## **SECTION 9.0 SPECIAL PROVISIONS**

**Section 9.1** For future Energy Savings Performance Contracting (ESPC) work, Bartlett, TN and their funded entities reserves the right to conduct future phases of work with Path Company LLC as their ESCO partner.

**Section 10.0** Intentionally Omitted

## **ARTICLE 11.0 GENERAL PROVISIONS**

**Section 11.1** Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

**Section 11.2** Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. The Parties, to the extent permitted by law, hereby consent and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

**Section 11.3** Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

**Section 11.4** Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either Party is rendered unable to fulfill any of

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, which termination shall be deemed termination pursuant Section 3.5.

- Section 11.5** Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.
- Section 11.6** Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.
- Section 11.7** Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.
- Section 11.8** Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to ESCO or otherwise prejudice or impair ESCO's rights.
- Section 11.9** For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Agency listed in Exhibit A..
- Section 11.10** COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL ESCO BE LIABLE UNDER THIS CONTRACT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND OWNER HEREBY EXPRESSLY RELEASES ESCO FROM ANY SUCH COVID-19 LIABILITIES.

The parties agree that they are entering into this Contract while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on ESCO's performance under this Contract. Consequently, the parties agree as follows: Each Party shall use commercially reasonable efforts to perform its obligations under the Contract, subject to provisions below; Each Party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-

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19 Pandemic with respect to its performance of its obligations under this Contract and each shall have the sole discretion in determining the appropriate and responsible actions such Party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers; Each Party shall use commercially reasonable efforts to keep the other Party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and If ESCO's performance is delayed or suspended as a result of the Covid-19 Pandemic, ESCO shall be entitled to equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract.

**Section 11.11** The execution of this Contract and performance of the Work is authorized under Tennessee Code § 12-4-110.

Attachment: Bartlett Streetlight Installation Agreement (3412 : Streetlight Conversion Agreement with PATH, LLC)

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

September 8, 2023

1258-C1 Bartlett Streetlight Installation Agreement

Page 17 of 23

This document contains trade secrets and proprietary information of Path Company LLC.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedules, Exhibits, Attachments**

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

## Exhibit A – Scope of Work

### Scope of Work:

LED Streetlight Upgrade (Entire City). PATH Company LLC will provide and install turnkey LED streetlight upgrades as per the installation map available at [pathco.info/BartlettProjectMap](http://pathco.info/BartlettProjectMap) . The base streetlight project includes the conversion of 8,433 streetlights located within MLGW's territory. The conversion will replace existing streetlight fixtures (high pressure sodium, mercury vapor, metal halide, and fluorescent) with LEDs. The scope includes all labor and materials required including but not limited to boom truck, installation labor, fixture assembly, and mounting hardware.

| FIXTURE MODEL NUMBER                                                 | QTY          |
|----------------------------------------------------------------------|--------------|
| GCJ3-30J-MV-30K-2R-GY-075-MEM                                        | 5,594        |
| GCJ3-30J-MV-30K-2F-GY-095-MEM                                        | 743          |
| VERD-CA2-110-730-U-T2-AP-20MSP-PR7-U133440                           | 627          |
| VERD-G-CA2-140-730-U-T3-AP-20MSP-PR7-U133441                         | 883          |
| GVD3 P30 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 449          |
| GVD3 P40 30K MVOLT MS GL3 CMC PR7 20KV FAIL ON                       | 106          |
| MPL3 P40S 30K MVOLT TG2 QSM CMC PR7E BADF QSM CMC PR7E UAF RFD336314 | 27           |
| UFLD-CA2-130-730-U-66-S-AP-20MSP-PR7                                 | 4            |
| <b>TOTAL</b>                                                         | <b>8,433</b> |

This Scope of Work also includes installation of a “smart” digital networked cellular-connected streetlight management system with 10-year connectivity and software service subscription.

### **Exclusions:**

The following items are excluded except where the item is specifically included in this ECM description and identified Scope of Work:

- Repair or replacement of defective electrical equipment, components, and distribution system (switches, breakers, conduit, wiring, etc.),
- System repair or upgrades required to rectify existing code violations
- Attic stock management
- Ongoing streetlight system and component maintenance, including overgrown vegetation removal
- Fully engineered design drawings for the streetlight conversion measures

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

**Exhibit B– Notice to Proceed**

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain 1258-C1 Bartlett Streetlight Installation Agreement dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and Bartlett, (the "Owner") which provides as follows:

1. Owner hereby confirms that project funding has been fully appropriated.
2. All other terms and conditions of the Contract shall remain the same and in full force and effect.

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

**Exhibit C – Substantial Completion Form**

This **Substantial Completion Form** is attached to and made an integral part of that certain 1258-C1 Bartlett Streetlight Installation Agreement dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and Bartlett, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

| Services: Description of Equipment or Work | Warranty Commencement Date |
|--------------------------------------------|----------------------------|
|                                            |                            |
|                                            |                            |
|                                            |                            |

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit D – Final Completion and Acceptance**

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

This **Final Completion and Acceptance Form** is attached to and made an integral part of that certain 1258-C1 Bartlett Streetlight Installation Agreement dated \_\_\_\_\_, 2023 by and between Path Company LLC (the "ESCO") and Bartlett, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Final Completion, except as noted below with respect to the following corresponding equipment or work:

| Services: Description of Equipment or Work | Warranty Commencement Date |
|--------------------------------------------|----------------------------|
|                                            |                            |
|                                            |                            |
|                                            |                            |

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

**ESCO:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

**Exhibit E – Hazardous Materials**

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material.
2. Abatement of all asbestos containing materials is the sole responsibility of the Owner and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by Path Company LLC under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Tennessee state law, Owner agrees that ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.
3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.

Attachment: Bartlett Streetlight Installation Agreement (3412 : Streetlight Conversion Agreement with PATH, LLC)

ESCO Initials \_\_\_\_\_ Owner Initials \_\_\_\_\_

September 8, 2023

1258-C1 Bartlett Streetlight Installation Agreement

Page **23** of **23**

This document contains trade secrets and proprietary information of Path Company LLC.