



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 11, 2018 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, September 13 at 7 p.m.

Historic Preservation Commission, September 17 at 7 p.m.

BPACC Advisory Board, September 18 at 6 p.m.

Bartlett Arts Council, September 18 at 6 p.m.

Design Review Commission, September 18 at 6:30 p.m.

Board of Education, September 20 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the August 28, 2018 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Bid for Bon Lin reclamation. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lower bid for Bon Lin Reclamation from Lehman-Roberts Company in the amount of \$368,505.00 plus the alternate bid for the surface asphalt in the amount of \$108,125.00, plus a contingency amount of \$50,000.00 for a total cost of \$526,630.00. Reclamation is being used to add stability to the road surface, after patching did not work. Funds are available in Accounts 311.48311.780.456 and 121.48121.278.
- 2 Bid for BPACC Sound System. (Dick Phebus, Director of Finance)**
Recommend accepting the sole bid from M3 Technology at a cost of \$83,146. Funds are available in Account 311.48311.785.59119.
- 3 Bid for 2019 Sport Utility Vehicle. (Mark Brown, Chief Administrative Officer)**
Recommend accepting the lowest, qualified bid from Freeland Chevrolet for one 2019 Chevrolet Tahoe LS at a cost of \$38,820.55. Funds are available in Account 311.48311.785.10619.
- 4 Bid for one 2019 Ford F150 XLT or equal. (Mike Adams, Director of Public Works)**
Recommend accepting the lower bid from AutoNation at a cost of \$30,953.36. Funds are available in Account 510.51300.935.
- 5 Bid for 10 Dodge Charger police pursuit vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Landers CDJR at a cost of \$24,757 each, or a total cost of \$247,570.00. Funds are available in Accounts 311.48311.785.20319, 124.48124.935, 129.48129.935.
- 6 Bid to equip 10 police vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the bid from the lowest bidder, ComServ Wireless, at a total cost of \$52,720.00. Funds are available Accounts 311.48311.785.20319, 124.48124.935, 129.48129.935.
- 7 Purchase 10 in-car video cameras. (Gary Rikard, Chief of Police)**
Request authorization to purchase 10 WatchGuard in-car video cameras from Enforcement Video (WatchGuard) at a total cost of \$60,150.00. WatchGuard is a sole-source provider. Funds are available and budgeted in Accounts 311.48311.785.20319, 124.48124.935, 129.48129.935.

- 8 Purchase 10 computers for pursuit vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase 10 Panasonic in-car computers, adapters and docking stations at a cost of \$3,589.62 each, for a total of \$35,896.20 from CDW-G. This purchase will be made from the National Intergovernmental Purchasing Alliance contract. Funds are available in Accounts 311.48311.785.20319, 124.48124.935, and 129.48129.935.
- 9 Contract for signal mast arm upgrade design services at Stage at Elmore Park intersection. (Rick McClanahan, Director of Engineering)**
Recommend accepting the design contract proposal from Pickering Firm, Inc. in the amount of \$33,770.00. Funds are available in Account 121.48121.979.
- 10 Proposal for stormwater analysis of Prosperity Point & East Hill Subdivisions. (John Horne, Assistant Director of Engineering)**
Recommend accepting the proposal from A2H, Inc. for the field survey and stormwater analysis of Prosperity Point and East Hill Subdivisions, totaling \$48,220.00. Funds are available in Account 311.48311.780.63616.
- 11 Commercial subdivision contract for Whitten Lakes re-subdivision of Lot 3. (John Horne, Assistant Director of Engineering)**
The Developer, Whitten Road Partners LLC, will pay \$29,412.56 in City fees. The Bond is set at \$20,536.00.

NEW BUSINESS

- 1 Resolution 26-18, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Risk Management Pool's James L. Richardson "Driver Safety" Matching Grant Program. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this resolution authorizes the City to apply for a matching grant through the Tennessee Municipal League's Risk Management Pool. All of the funds will be used the motor vehicle records checks through the Tennessee Department of Safety.

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

- 2 Resolution 27-18, a resolution to donate surplus personal property to the Bartlett City Board of Education. (Dick Phebus, Director of Finance)**

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

OPEN DISCUSSION

Alderman Parsons invited barbecue teams to register and compete at the Bartlett Festival, which will be September 28-29 at W. J. Freeman Park.

BPACC Director Michael Bollinger introduced the upcoming 20th Anniversary Season.

ADJOURNMENT

Meeting adjourned at 7:12 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 28, 2018 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Michael Priest, Bartlett Baptist Church

FUTURE MEETINGS

Beer Board, September 4 at 6 p.m.

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

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

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

Planning Commission, September 10 at 7 p.m.

RECOGNITIONS

State of Tennessee presentation to Parks and Recreation Department

George Brogdon, a Parks and Recreation Technical Assistance Service consultant with the Tennessee Department of Environment and Conservation, presented Shan Criswell with a Tier II Benchmarking award. Tiers are based on city size. Ms. Criswell, Director of Parks and Recreation, thanked her staff for all their hard work.

Judge Tim Francavilla's reelection to Division I

Judge Francavilla was elected to a full eight-year term on August 2. His first election win in 2016 was to fulfill the remaining time on Judge Freeman Marr's term. Marr died in office.

Minutes Acceptance: Minutes of Aug 28, 2018 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the August 14, 2018 Board of Mayor and Aldermen Regular Meeting**

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement)**

The Board changed this ordinance's public hearing date and third and final reading from September 11 to September 25.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 9/25/2018 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

NEW BUSINESS

- I **Special seasonal event permit for Big Jim's Christmas Trees and Pumpkin Sales. (Jim Brown, Director of Code Enforcement)**

The event will be held September 20 through December 20 from 9 a.m. to 9 p.m. at 6777 Stage Road.

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

- 2 **Resolution 24-18, an initial resolution authorizing the issuance of not to exceed five million eight hundred fifty thousand dollars (\$5,850,000) general obligation public improvement bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

Minutes Acceptance: Minutes of Aug 28, 2018 7:00 PM (MINUTES ACCEPTANCE)

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

- 3 Resolution 25-18, a resolution authorizing the issuance of general obligation public improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$5,850,000 in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this resolution will authorize the City to borrow \$5,850,000 in bond funds to fund the Capital Improvements Program for Fiscal Year 2019.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:15 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Aug 28, 2018 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Bon Lin reclamation.

The Bon Lin Reclamation project was advertised in *The Daily News* on August 15, 2018. The contractors that picked up Bid Documents are as follows:

Lehman-Roberts Company
Encor, LLC
Road Worx, INC.
Standard Construction Company
VUCON, LLC

On August 30, the City received two bids for the construction of the **Bon Lin Reclamation Project**. The apparent low bidder, Lehman-Roberts Company submitted a total base bid of **\$368,505.00** and a bid for the alternate of **\$108,125.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this bid based on the base bid price and the alternate bid price, plus an additional amount of **\$50,000.00** for items that may need to be added during construction for a total not to exceed **\$526,630.00**. Funding is available in Accounts 311.48311.780.456 and 121.48121.278.

Bidder	Total Base Bid	Alternate Bid
Lehman-Roberts Company	\$368,505.00	\$108,125.00
Standard Construction Company	\$407,500.00	\$135,000.00

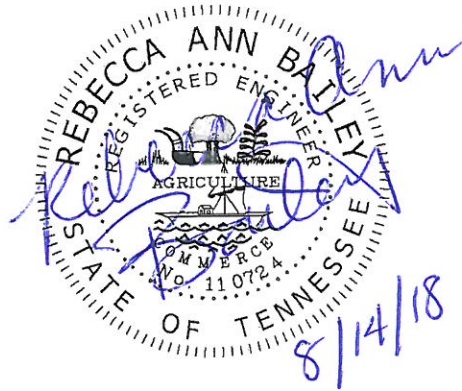
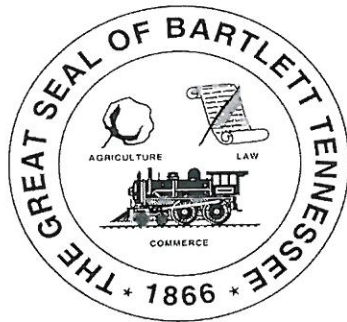
A copy of the bid document is attached.

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

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



REQUEST FOR SEALED BIDS

FY2019-07-003

DUE: Thursday August 30, 2018 no later than 2:00 p.m. (CST)

Bon Lin Reclamation

Engineering Department

The City of Bartlett is seeking bids to complete Full Depth Reclamation in the Bon Lin Drive area in accordance to the following bid specifications.

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

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BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **August 30, 2018**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2019-07-003 BON LIN RECLAMATION**" and addressed to:

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

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

Bid Booklet and related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Bid Document Received Form, and **email** it to City of Bartlett Engineering Department: Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document must be received by Dena no later than 5:00PM CST on August 24, 2018. Failure to submit this form may disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to Becky Bailey, P. E. at bbailey@cityofbartlett.org. These questions must be received by Becky no later than 5:00PM CST on August 23, 2018.

Please quote prices on the attached Bid Pricing Sheet, BPS-1

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of Full Depth Reclamation and base asphalt of Bon Lin Drive, Tree Top Lane, Mary Oaks Drive and Lee Oaks Cove. An alternate bid is included for the surface asphalt after reclamation.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There is an alternative bid to complete the asphalt paving after reclamation.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

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

Firm: Name
 Address, including City, State and Zip Code

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

License: Name of Project – **FY2019-07-003 BON LIN RECLAMATION**
 Date of Bid Opening: August 30, 2018 at 2:00 pm
 Name of Contractor/Company
 Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

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

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

6. COLLUSIVE AGREEMENTS

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. August 30, 2018** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

GENERAL CONDITIONS:

A. INSURANCE

- A.1 General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.
- A.2 In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.
- A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.
- A.4 Business Automobile Liability Insurance - Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
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A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a) Premises/Operations, b) Products/Completed Operations, c) Contractual, d) Independent Contractors, e) Broad Form Property Damage, f) Personal Injury and Advertising Liability, g) Comprehensive Form; h) XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

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

E. CONSTRUCTION ENGINEERING/COORDINATION

The contractor shall be responsible for construction staking, surveying, and cut sheets in **accordance with the City of Bartlett Construction specifications. The contractor shall contact the** City of Bartlett Engineering Department, Becky Bailey, P.E., 901-385-6499, after construction staking is in place and prior to any earthwork or installation of equipment.

F. PERFORMANCE BOND

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

Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.

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

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

G. INSPECTION AND TESTING OF MATERIALS

- G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.
- G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".
- H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$100.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

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

H.5 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

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

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

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

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

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

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

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

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

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

O. FIELD PLANS AND SPECIFICATIONS

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

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

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SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

Signatures on next page

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Signature Page

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

State of _____) s.s.
County of _____)

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

(Signed) _____

(Title) _____

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

(Title) _____

My commission expires _____ 20____.

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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

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

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

 Signature of Authorized Official

 Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

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

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

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SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15 each.
2. Contractor shall be responsible for traffic control, which must meet current MUTCD requirements, including flagmen if the road is reduced to one lane. Traffic control will be paid as a lump sum item.
3. Project Area includes all of Bon Lin Drive, Tree Top Lane, Mary Oaks Drive and Lee Oaks Cove, approximately 17,500 SY.
4. Contractor shall reclaim 10" deep and soil cement existing material with 10% cement by volume.
5. Final reclaimed roadbed should be clipped to a 2% crown. Edges shall be 3" below the existing edge of pavement so that 3" of asphalt will leave the edge of pavement at approximately the same as existing elevation. Any materials not used shall be hauled offsite and incidental to the cost of reclamation.
6. Base asphalt shall be 2" compacted 307-C, in place, and shall meet all current City of Bartlett specifications.
7. There is an item for cement treated base (CTB). This item will only be used if needed for patching a deep road failure. Any labor and materials needed to complete the patch shall be incidental to the CTB price per ton of material installed.
8. Access to all driveways and access to Germantown Road shall be maintained for residents and emergency vehicles. Germantown Road is the only way in and out of this neighborhood. When reclamation and base asphalt are complete, all driveways shall be accessible by residents in personal vehicles, and may require material to bridge the driveway to the road.
9. Alternate 1 is for the surface asphalt, in place. Surface shall be 1" compacted 411-D and shall meet all current City of Bartlett specifications. Bid for Alternate 1 will not impact the awarding of the project for Reclamation and base asphalt. Alternate 1 will be awarded to the contractor that is awarded the Reclamation or will not be awarded at all, in which case the asphalt will be completed on the existing yearly bid contract.
10. The final retainage will not be released until a final approval has been sign off by the Department Director, all lien releases have been submitted and approved along with the final documents submitted and approved.

SC-1

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

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11. Any utility adjustments (riser adjustments) shall be incidental to the cost of reclamation, and to the cost of paving. Road must be safe for driving at the end of each day.
12. City of Bartlett Engineering Department will notify residents about the nature of the work being done and work with the contractor to ensure that residents are notified about changes in the availability of access to their properties.

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BID SUBMITTAL FORM

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

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

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

REMINDER:

The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in This Bid Document.

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

BID PRICING SHEET

(One original, clearly marked, and two copies of all required forms)

State the price to complete the Bon Lin Reclamation. **Note:** "Total Bid" shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

Item No.	Description	Unit	Qty.	Unit Cost	Total
1	10" Reclamation	LS	1		
2	CTB (patching)	TON	25		
3	307-C base asphalt, in place, 2.25" compacted to 2"	TON	2,100		
4	Traffic Control	LS	1		
Total Bid					
Total Bid in words:					

Alternate Bid 1

Item No.	Description	Unit	Qty.	Unit Cost	Total
5	411-D Asphalt surface, in place, 1.25" compacted to 1"	TON	1,250		
Total Alternate Bid					
Total Bid in words:					

 Contractor

 Phone

 Authorized Representative (signature required)

 E-mail Address

 Print Name

 Date

BPS-1

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

BID BOND

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

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

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

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

Signed, this _____ day of _____, 20____.

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

NOW, THEREFORE,

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

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

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

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

Print Name _____

 Principal (L.S.)

Surety

By: _____ Print Name: _____

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

NOTICE OF AWARD

To:

PROJECT Description: **FY2019-07-003 BON LIN RECLAMATION**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2018 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2018.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

PERFORMANCE PAYMENT BOND

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

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

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

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

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

FY2019-07-003 BON LIN RECLAMATION

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

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

PPB-1

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

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

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

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
Engineering
Sealed Bid #: FY2019-07-003
Due Date: August 30, 2018

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

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

NOTICE TO PROCEED

TO:

PROJECT: **FY2019-07-003 BON LIN RECLAMATION**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2018, on or before _____, 2018 and you are to complete the WORK within 30 (thirty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2018.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

_____ ,

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS - PARKS AND RECREATION AND PUBLIC WORKS PARKS
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **thirty (30)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

(M) DRAWINGS/SPECIFICATIONS prepared or issued City of Bartlett.

(N) ADDENDA:

NO. _____, Dated _____, 2018

NO. _____, Dated. _____, 2018

NO. _____, Dated. _____, 2018

NO. _____, Dated _____, 2018

NO. _____, Dated _____, 2018

NO. _____, Dated _____, 2018

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

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)

BON LIN RECLAMATION
 Engineering
 Sealed Bid #: FY2019-07-003
 Due Date: August 30, 2018

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary, if required)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary, required)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

Attachment: Bon Lin Bid Doc (2410 : Bid for Bon Lin Reclamation)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for BPACC Sound System.

On July 27, 2018 an ad was placed in *The Daily News*. On August 3, 2018, a pre-bid meeting was held with four potential bidders. On August 16, 2018, the City of Bartlett received one bid, which was opened at City Hall.

Bids were received from the following companies:

M3 Technology	\$83,146.00

We recommend the bid be awarded to M3 Technology for a total price of \$83,146.00.

Funds are available in Account 311.48311.785.59119.

Thank you for your consideration.

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

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM
Department: Administration
Category: Bid
Prepared By: Stefanie McGee
Department Head: Mark Brown

Bid for 2019 Sport Utility Vehicle.

On August 7, 2018, an ad was placed in the *The Daily News*. On August 30, 2018, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Freeland Chevrolet	\$38,820.55
*Freeland Chevrolet - Alternate Bid	\$36,630.65
*TT&C Dealership	\$30,159.00

*Bid did not meet specifications.

We recommend the bid be awarded to Freeland Chevrolet in the amount of \$38,820.55.

Funds are available in Account 311.48311.785.10619.

Thank you for your consideration.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Jessica Vaughan
Department Head: Mike Adams

Bid for one 2019 Ford F150 XLT or equal.

On August 7, 2018 an ad was placed in *The Daily News*. On August 30, 2018 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

AutoNation	\$30,953.36
Lonnie Cobb Ford	\$31,362.00

We recommend the bid be awarded to AutoNation for a total price of \$30,953.36.

Funds are available in Account 510.51300.935.

Thank you for your consideration.

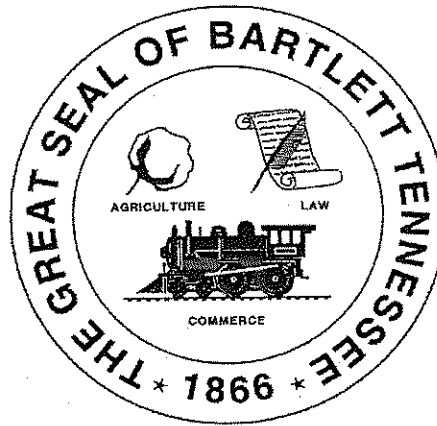
RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Emily Elliott, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrative Officer
Dick Phebus, Finance Director
Michael J. Adams, Public Works Director

Copy



REQUEST FOR SEALED BIDS

SB # FY2019-08-009

DUE: Thursday, August 30, 2018, no later than 2:00 p.m. (CST)

PICK-UP TRUCK

PUBLIC WORKS - FLEET

The City of Bartlett Public Works - Fleet is seeking to purchase one (1) 2018/2019 Pick-up Truck, 6800 GVWR Super Crew cab with 5.5' bed, specifying Ford F150 XLT or equal as per the written specifications.

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, August 30, 2018**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2019-08-009"** **"PICK-UP TRUCK"** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

Please quote prices on attached bid sheet.

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

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

AutoNation Ford of Memphis
 NAME OF FIRM

2515 Mt Moriah
Memphis, TN 38115
 ADDRESS

Jim Crain
 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

birddog37@live.com
 EMAIL

901-503-1038
 PHONE

Jim Crain
 PRINT NAME

8/30/2018
 DATE

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals **One (1) 2018/2019 Pick-up Truck, 6800 GVWR Super Crew Cab with 5.5' Bed.** The awarded supplier will be required to deliver the vehicle to the City of Bartlett Fleet Services located at 3583 Altruria Road, Bartlett, TN. 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification check list, along with the signed pricing sheet and the signed and notarized Public Acts 109 form (page 9). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. All prices are to be firm for **180** days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

DETAILED SPECIFICATIONS

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)

(1) Required 2018/2019 PICK-UP TRUCK, 6800 GVWR Super Crew Cab with 5.5' Bed, Specifying Ford F150 XLT or equal

<u>DESCRIPTION</u>	<u>COMPLIANCE ANSWER</u>		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel Unleaded or Flex Fuel (if available)	<u>C</u>	___	___
Fuel Tank 26 Gallon Capacity with easy fuel cap-less filler	<u>C</u>	___	___
Engine 5.05 L V8 or equal	<u>C</u>	___	<u>5.0L V8</u>
Transmission Electronic 10-speed automatic with tow/haul and sport mode	<u>C</u>	___	___
Steering Tilt steering wheel with electric power assist, leather wrapped	<u>C</u>	___	___
Rear Axle 3.15 Non-limited slip axle	<u>C</u>	___	___
Brakes Power 4-Wheel Disc with Anti-Lock	<u>C</u>	___	___
Wheels Four (4) 17" Silver painted aluminum wheels	<u>C</u>	___	___
Tires Four (4) P245-70R17 BSW All Season Tires	<u>C</u>	___	___
One (1) P245-70R17 BSW All Season <u>Spare</u> Tire	<u>C</u>	___	___
Bumpers (standard) Bumpers – Chrome front and rear step bumper	<u>C</u>	___	___
Grill – Chrome	<u>C</u>	___	___

SC
 Initials

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

DESCRIPTION**COMPLIANCE ANSWER**

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Exterior Color Oxford White	<u>C</u>	_____	_____
Interior Color Medium Earth Gray	<u>C</u>	_____	_____
Seats (standard for extended cab) Front – Cloth 40/20/40 with 8-way power driver's seat and folding armrest	<u>C</u>	_____	_____
Rear – 60/40 Flip-up seat	<u>C</u>	_____	_____
Floor Covering (standard) Carpet – color coordinated carpet with carpeted floor mats	<u>C</u>	_____	_____
Gauges (standard package) Speedometer	<u>C</u>	_____	_____
Volt-meter	<u>C</u>	_____	_____
Oil pressure with indicator lights	<u>C</u>	_____	_____
Coolant temperature	<u>C</u>	_____	_____
Fuel gauge	<u>C</u>	_____	_____
Tachometer	<u>C</u>	_____	_____
Display center	<u>C</u>	_____	_____
Mirrors Auto-dimming rearview mirror	<u>C</u>	_____	_____
Power adjust side mirrors with heat, turn signal and black skull caps, manual fold-in capability	<u>C</u>	_____	_____
Windshield Wipers Interval Wipers	<u>C</u>	_____	_____

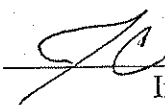
JC
 Initials

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

DESCRIPTION**COMPLIANCE ANSWER****Accessories (301A package or equal)**

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Cruise Control	<u>C</u>	_____	_____
Manual Air Conditioning, Single zone	<u>C</u>	_____	_____
Sirius XM radio with 8" LCD Touch Screen	<u>C</u>	_____	_____
Electronic AM/FM Radio/CD with seven (7) speakers	<u>C</u>	_____	_____
Sync (or equal)	<u>C</u>	_____	_____
Auxiliary Audio Input Jack	<u>C</u>	_____	_____
4.2" Productivity screen (in instrument cluster)	<u>C</u>	_____	_____
Power Windows and Door Locks	<u>C</u>	_____	_____
Remote Keyless Entry	<u>C</u>	_____	_____
Remote Start	<u>C</u>	_____	_____
Power Adjustable Pedals	<u>C</u>	_____	_____
Fog Lamps	<u>C</u>	_____	_____
Fixed Rear Privacy Glass with defroster	<u>C</u>	_____	_____
Spray-in Bed Liner	<u>C</u>	_____	_____
Advance Trac with Roll Stability	<u>C</u>	_____	_____
Rear under-seat Storage	<u>C</u>	_____	_____
Side window deflectors	<u>C</u>	_____	_____


 Initials

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

DESCRIPTION**COMPLIANCE ANSWER****Accessories (continued)****YES NO OFFER**

Rear view camera with Dynamic Hitch assist

C _____

Floor liner – tray style

C _____

Class IV trailer hitch

C _____

Smart Trailer connector

C _____

4 Pin/ 7 Pin wiring

C _____

Powerpoint, 12 V 92)

C _____**End of Detailed Specifications****OWNERS MANUALS**

Furnish ALL manuals – DVD format preferred however, book format is acceptable

Service/Repair Manual

Parts Manual

Operators Manual

Specify ALL warranties available Basic 36 months/36,000 miles, Powertrain
60 months/60,000 miles, Corrosion Perforation 60 months/ unlimited miles
Roadside Assistance 60 months/60,000 miles

ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

DELIVERY - Must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

BID PRICING SHEET

(Include one original, clearly marked, and two copies, including the specification check list and Public Acts 109 form)

"PICK-UP TRUCK"

- (1) Required - 2018/2019 PICK-UP TRUCK, 6800 GVWR SUPER CREW CAB WITH 5.5' BED, Specifying Ford Super Crew Cab F150 XLT or equal.

\$ 30,953.36
 Total Delivered Price

Time required for delivery: 126 days. ARO

Total Bid in Words:

Thirty Thousand Nine Hundred Fifty-three + $\frac{36}{100}$ — Dollars

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

AutoNation Ford of Memphis
 NAME OF FIRM

birddog37@live.com
 Email

Jim Crain
 Authorized Representative
 (Typed or Printed)

901-503-1038
 Telephone Number

Jim Crain
 Authorized Representative Signature

8/30/2018
 Date

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)

PICK-UP TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-08-009
 Due Date: August 30, 2018

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name Jim Crain

Signed Jim Crain

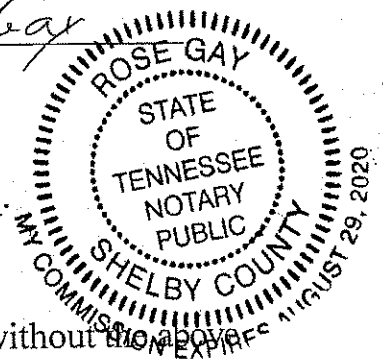
Title Fleet Sales

Subscribed and sworn before me this 29 day of Aug, 2018.

Signed Rose Gay Print Name Rose Gay

Title Notary

My commission expires: Aug 29, 2020



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

Attachment: AutoNation bid (2406 : Bid for Ford F150 XLT)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for 10 Dodge Charger police pursuit vehicles.

On August 2, 2018 an ad was placed in *The Daily News*. On August 16, 2018, the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Landers CDJR	\$24,757.00 each
Craig Baton CDJR	\$24,995.00 each
Lonnie Cobb/Humbolt CDJR	\$25,000.00 each
Freeland CDJR	\$25,288.00 each
AutoNation	\$25,434.36 each
Homer Skelton CDJR	\$28,084.00 each

We recommend the bid be awarded to Lander CDJR for a total of \$247,570.00.

Funds are available in Accounts 311.48311.785.20319 (\$173,299.00); 124.48124.935 (\$24,757.00); and 129.48129.935 (\$49,514.00). Purchase is budgeted in these accounts respectively.

Thank you for your consideration.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid to equip 10 police vehicles.

On August 2, 2018 an ad was placed in *The Daily News*. On August 16, 2018, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

ComServ Wireless	\$52,720.00
Truckers	\$65,080.00
Homer Skelton	\$93,630.00

We recommend the bid be awarded to Comserv Wireless for a total price of \$52,720.00.

Funds are available and budgeted in Accounts 31148311.785.20319 (\$36,904.00); 124.48124.935 (\$5,272.00); 129.48129.935 (\$10,544.00).

Thank you for your consideration.

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

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/11/18 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase 10 in-car video cameras.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Emily Elliott, Alderman**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/11/18 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase 10 computers for pursuit vehicles.

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

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Contract for signal mast arm upgrade design services at Stage at Elmore Park intersection.

The Engineering Department requested a proposal to prepare a design to replace the existing concrete signal poles at Stage and Elmore Park with fluted green mast arm poles from Pickering Firm, Inc. This intersection was chosen due to recent wiring damage caused by squirrels and birds, and it needs to be re-wired. Pickering submitted a proposal to conduct a survey and prepare a design for \$33,770.00. In addition, Pickering's proposal includes a price of \$31,830.00 to perform CEI services during construction and an estimate of \$310,000.00 to complete construction. The Engineering Department recommends awarding this contract to Pickering for **design only** in the amount of \$33,770.00.

Pickering has performed work for the City of Bartlett on other projects.

Funding is available in Account 121.48121.979, Signal Maintenance.

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



August 27, 2018

Ms. Rebecca A. Bailey, PE
Traffic Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

**RE: Professional Services for Stage Road and Elmore Park Road Signal Upgrade
Bartlett, TN**

Dear Becky:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this scope of work to the City of Bartlett, herein known as the City (the "Client"), to provide professional survey, design, and construction engineering and inspection (CEI) services for the development of the referenced project. The project will be developed in accordance with City of Bartlett, City of Memphis, and TDOT standards and specifications as applicable. Our scope of services is shown below.

SCOPE OF SERVICES

Task A – NEPA Documents and Environmental Permitting

1. Environmental documents, permitting, and studies of any kind are not included.

Task B - Field Surveys

1. Limited topography, including edges of pavement, curb and gutter, sidewalk, curb ramps, etc. in the immediate vicinity of the intersection will be obtained using industry standard ground, not aerial, mapping methods. Survey will be on state plane coordinates.
2. Existing utilities will be added to the survey from available mapping, as-built plans, etc. Existing features visible at grade will be located along with any paint from one-call locates. Subsurface utility exploration is not included.
3. Property/boundary surveys are not included; however, property lines and existing R.O.W./easements will be added to the survey based on property maps, subdivision plans, and other records.

Task C - Geotechnical Investigation

1. Geotechnical investigations are not included.

Task D - Roadway Designs

1. Roadway designs are not included; however, if the existing curb ramps are affected by the

proposed signal pole locations, then Pickering will modify the ramps accordingly to match current City of Memphis and/or TDOT standards.

Task E - Traffic Designs

1. Pickering will incorporate applicable traffic control standard drawings and notes required for construction. Traffic control plans are not included.
2. Roadside, overhead, and private signs are not included.
3. Pickering will incorporate permanent pavement markings (if required).
4. Traffic signal plans will be prepared for Stage Road and Elmore Park Road. The signal plans will be prepared at one inch equals 20 feet scale and will contain required notes, details, and otherwise as required in conformance with standard TDOT and City of Memphis practice. Phasing, sequencing, and signal timings will be provided by the City since the signal will continue to operate as-is currently installed.
5. Designs for networking or signal interconnection with other signals in the vicinity of the site are not included.
6. TDOT standard drawings and specifications, supplemented with City of Memphis and MUTCD details and specifications as required, will be used for all traffic designs.

Task F - Miscellaneous

1. Erosion control plans and storm water pollution prevention plans are not included.
2. Landscaping plans and landscape irrigation plans are not included.
3. All plans shall be in accordance with TDOT and City of Memphis standards. Final plans shall be submitted on 4 mil mylar. The plans shall become City of Bartlett property after design completion. A MicroStation or AutoCAD compatible disk of the drawings will be furnished to the City of Bartlett at design completion if requested. Pickering will print plans for project review meetings, approvals, and bidding.
4. Street lighting designs are not included.
5. All proposed design is to be contained within the existing ROW and/or easements; however, four small easements may be required for new pole locations. Plats and legal descriptions for four easements is included.
6. Pickering will attend project related meetings and field reviews as required and will prepare written minutes of meetings as necessary.
7. Pickering will review shop drawings and submittals as outlined in the project specifications.

Task G - Bid Phase

1. Pickering will prepare the project bid book using the template provided by the City. The bid book will include specifications and general conditions for TDOT, City of Memphis, and the City.
2. Pickering will determine required construction quantities and prepare a quantities listing for inclusion in the project bid book. The roadway quantity item numbers will be in TDOT format and in accordance with TDOT construction specifications.
3. Pickering will assist the City with the bidding process, including advertisement, plans issuance, bid opening and analysis, and recommendation for contract award.

Task H – Construction Phase

The Engineer will provide Construction Engineering and Inspection (CEI) services as requested by the Client. The Engineer will provide the appropriate field and office staff required to assist the Client in achieving compliance with the standards and specifications for the project. The Engineer assumes that the length of construction for this project will not exceed **270** calendar days from the Contractor's contractual notice to proceed. CEI services provided by the Engineer for construction activities that exceed **270** calendar days will be considered Additional Services. A general breakdown of CEI services are as follows:

A. Meetings**1) Pre-Bid Conference**

The Engineer will attend the pre-bid conference at the time and location as determined by the Client.

2) Pre-Construction Conference

The Engineer will prepare for and conduct the Pre-Construction Conference at the time and location determined by the Client. The Engineer will work with the Client to identify the parties to be invited to the Pre-Construction Conference and will send out notices to those individuals announcing this meeting. The Engineer will respond to issues that arise at the meeting. The Engineer will prepare and distribute meeting minutes to all attendees.

3) Project Progress Meetings

The Engineer will prepare for and conduct project progress meetings with the Client, the Contractor, and others monthly as needed. The Engineer will respond to issues that arise at the meetings. The Engineer will prepare and distribute meeting minutes to all attendees.

B. Construction Inspection

The Engineer will provide construction inspection services and assistance to monitor the work provided under this contract. Field technicians will be certified in the applicable activity being inspected.

The Engineer will provide inspection services to determine if the work is in conformance to Plans and Specifications for items that are being incorporated into the project. The Engineer will observe, measure, and record all quantities for payment. The Engineer will record field measurements in project records for review by the Client, and others as required. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the Client. The Engineer will check traffic control daily, and additionally as required or requested, and will notify the contractor of deficiencies or problems observed. The Engineer will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. The Engineer will inspect daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the contractor of deficiencies. The Engineer will prepare to justify pay quantities in the case of questions by the contractor or the Client. The Engineer will maintain an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

C. Supplemental Agreements – Construction Change Orders

The Engineer will notify the Client of the necessity for any Supplemental Agreements or Construction Changes. The Engineer will negotiate prices for additional pay items with the contractor and coordinate acceptance of prices with the Client. The Engineer will prepare the Supplemental Agreement/Construction Change Order and submit to the Client for final review and submittal for processing.

D. Shop Drawings and Submittals

The Engineer will forward Shop Drawings and Submittals to the designer of record for review and approval.

E. Progress Payments

The Engineer will document and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract or from Supplemental Agreements/ Construction Change Orders. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the Client for review and payment. Payments for stockpiled

material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the end of each month. Copies of approved subcontracts will be on file prior to the first Progress Payment.

F. Distribution of Correspondence

The Engineer will submit to the Client a copy of all correspondence between the Engineer, contractor, and subcontractors concerning matters related to the project. The Engineer will maintain an office file copy for submission with the project Final Records.

G. Final Records

The Engineer will submit a compilation of project records in TDOT standard format to the Client after project completion. The Engineer will make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time.

Schedule for Basic Services

The Consultant will develop the survey and design services within a 90 – 120 day period after receipt of fully executed contractual agreement and NTP. Schedule does not account for excessive review periods, right-of-way acquisitions, utility relocations, or other factors outside of our control.

The Consultant will provide CEI services in accordance with the contractor's schedule. Due to the nature of inspection services, there will be additional time required ahead of the contractor's notice to proceed as well as to close out the project. Estimated total CEI schedule is **330** calendar days.

Compensation for Basic Services

We will invoice you monthly based on a percentage of work completed. We propose to complete the work in the scope of services for a lump sum fee. Any unknown customer reimbursable expenses will be billed at actual cost.

Survey and Design (see Attachment 1) Lump Sum Fee \$33,770.00

CEI (see Attachment 2) Lump Sum Fee \$31,830.00

Please review and advise accordingly.

Sincerely,

PICKERING FIRM INCORPORATED



Patrick W. Neal, PE
Principal/Project Manager

MAN-HOUR ESTIMATE/FEE PROPOSAL
for
Stage Road and Elmore Park Road Signal Upgrade
Bartlett, TN

August 27, 2018

MAN-HOURS PER CLASSIFICATION								
ITEM (See Scope of Work)	Senior Project Manager	Senior Engineer	Engineer	Senior Designer	Senior Tech	4-Man Surv. Crew	Direct Expenses	Item Subtotal
NEPA Documents and Environmental Permitting								
A.1	-	-	-	-	-	-		
Man-Hour Total Per Class	0.0	0.0	0.0	0.0	0.0	0.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Surveys								
B.1	1.0	1.0	-	2.0	4.0	20.0		
B.2	-	0.5	1.0	2.0	2.0	2.0		
B.3	-	0.5	1.0	2.0	2.0	2.0		
Man-Hour Total Per Class	1.0	2.0	2.0	6.0	8.0	24.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$185	\$350	\$280	\$750	\$800	\$5,160	\$0	\$7,525
Geotechnical Investigation								
C.1	-	-	-	-	-	-	-	\$0
Roadway Designs								
D.1	-	-	1.0	2.0	4.0	-	-	
Man-Hour Subtotal	0.0	0.0	1.0	2.0	4.0	0.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$0	\$0	\$140	\$250	\$400	\$0	\$0	\$790
Traffic Designs								
E.1	-	-	1.0	2.0	4.0	-		
E.2	-	-	-	-	-	-		
E.3	-	-	1.0	2.0	4.0	-		
E.4	4.0	12.0	24.0	36.0	48.0	-		
E.5	-	-	-	-	-	-		
E.6	-	-	-	-	-	-		
Man-Hour Subtotal	4.0	12.0	26.0	40.0	56.0	0.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$740	\$2,100	\$3,640	\$5,000	\$5,600	\$0	\$0	\$17,080
Miscellaneous								
F.1	-	-	-	-	-	-		
F.2	-	-	-	-	-	-		
F.3	-	-	-	2.0	4.0	-	\$500 (Mylars, Printing)	
F.4	-	-	-	-	-	-		
F.5	-	-	1.0	2.0	4.0	-		
F.6	2.0	2.0	-	-	-	-		
F.7	-	2.0	4.0	-	-	-		
Man-Hour Subtotal	2.0	4.0	5.0	4.0	8.0	0.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$370	\$700	\$700	\$500	\$800	\$0	\$500	\$3,570
Bid Phase								
G.1	4.0	8.0	-	-	-	-		
G.2	-	1.0	2.0	4.0	8.0	-		
G.3	-	2.0	4.0	-	-	-		
Man-Hour Subtotal	4.0	11.0	6.0	4.0	8.0	0.0		
Man-Hour Rate Per Class	\$185	\$175	\$140	\$125	\$100	\$215		
Subtotal Fee Per Class	\$740	\$1,925	\$840	\$500	\$800	\$0	\$0	\$4,805
SURVEY AND DESIGN PROJECT TOTAL							\$33,770	

Attachment: Signal Scope & Fee (2412 : Contract for Design Services)

MAN-HOUR ESTIMATE/FEE PROPOSAL
for
Stage Road and Elmore Park Road Signal Upgrade
Bartlett, TN

August 27, 2018

MAN-HOURS PER CLASSIFICATION						
ITEM H (See Scope of Work)	Senior Project Manager	Senior Engineer	Engineer	Senior Inspector	Inspector	Direct Expenses
Meetings						
A.1	2.0	-	-	-	-	-
A.2	2.0	-	-	2.0	2.0	-
A.3	-	8.0	-	8.0	8.0	-
Construction Inspection						
B	4.0	8.0	12.0	120.0	100.0	-
Supplemental Agreements - Construction Change Orders						
C	-	2.0	-	4.0	-	-
Shop Drawings and Submittals						
D	-	-	2.0	-	4.0	-
Progress Payments						
E	-	2.0	-	4.0	8.0	-
Distribution of Correspondence						
F	-	2.0	-	4.0	-	-
Final Records						
G	-	-	-	8.0	16.0	-
Man-Hour Subtotal	8.0	22.0	14.0	150.0	138.0	
Man-Hour Rate Per Class	\$185	\$175	\$140	\$90	\$80	
Subtotal Fee Per Class	\$1,480	\$3,850	\$1,960	\$13,500	\$11,040	\$0
CEI PROJECT TOTAL						\$31,830

Attachment: Signal Scope & Fee (2412 : Contract for Design Services)

**ENGINEER'S OPINION OF CONSTRUCTION COST
FOR
STAGE ROAD AND ELMORE PARK ROAD SIGNAL UPGRADE
BARTLETT, TN**

PICKERING FIRM, INC.

August 27, 2018

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL ESTIMATED PRICE
712-01	Traffic Control	LS	1	\$5,000.00	\$5,000.00
717-01	Mobilization	LS	1	\$7,000.00	\$7,000.00
730-01.02	Removal of Signal Equipment	EA	1	\$5,000.00	\$5,000.00
730-01.10	Overhead Utility Relocation	ALLOW	1	\$10,000.00	\$10,000.00
730-02.09	Signal Head Assembly (130 With Backplate)	EA	8	\$1,000.00	\$8,000.00
730-02.17	Signal Head Assembly (150 A2H With Backplate)	EA	4	\$1,750.00	\$7,000.00
730-02.18	Signal Head Assembly (150 A2V)	EA	4	\$1,250.00	\$5,000.00
730-13.02	Vehicle Detector (Video)	EA	1	\$30,000.00	\$30,000.00
730-13.06	Vehicle Detector (OPTICALLY ACTIVATED PRIORITY CONTROL)	EA	1	\$10,000.00	\$10,000.00
730-15.32	Cabinet (Eight Phase Base Mounted)	EA	1	\$17,000.00	\$17,000.00
730-16.02	Eight Phase Actuated Controller	EA	1	\$5,000.00	\$5,000.00
730-23.36	Cantilever Signal Support (Decorative pole with Decorative 45 ft arm)	EA	2	\$30,000.00	\$60,000.00
730-23.37	Cantilever Signal Support (Decorative pole with Decorative 65 ft arm)	EA	2	\$35,500.00	\$71,000.00
730-26.05	Countdown Pedestrian Signal	EA	8	\$750.00	\$6,000.00
920-10.01	Audible Pushbutton w/15" sign (C/O # 2)	EA	8	\$1,250.00	\$10,000.00
***	Miscellaneous	LS	1	\$25,000.00	\$25,000.00
SUBTOTAL					\$281,000.00
CONTINGENCIES (10%)					\$29,000.00
GRAND TOTAL					\$310,000.00

Attachment: Construction estimate (2412 : Contract for Design Services)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/11/18 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Proposal for stormwater analysis of Prosperity Point & East Hill Subdivisions.

Over the past several years, storm events have caused personal property damage (flooding) to several citizens in both of these subdivisions. On July 15, 2018, a storm event caused further property damage. Public Works and Engineering made a thorough investigation, however it was determined that an Engineering Analysis is needed.

Please authorize this \$48,220.00 proposal and approve the contract with A2H for this analysis.

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

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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



August 2, 2018

John Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: City of Bartlett
Storm Drainage Issues -
Prosperity Point and East Hill Subdivisions
Bartlett, TN

A2H # 18336

Dear John,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full service Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Ed Hargraves will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Ed at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, INC.

Pat Harcourt, PE
Partner – CEO

Ed Hargraves, PE
Senior Associate Principal - Civil



August 2, 2018

John Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: City of Bartlett
Storm Drainage Issues -
Prosperity Point and East Hill Subdivisions
Bartlett, TN

A2H # 18336

Dear John,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the analysis of Storm Drainage Issues located at Prosperity Point and East Hill Subdivisions in Bartlett, TN. LiDAR data for each project study area will be provided to A2H by Bartlett Engineering.

Additional aspects of the project include the following:

- A. Topographic survey of all drainage structures and storm water pipes located within the study areas of each subdivision.
- B. Hydraulic modeling of each existing storm drainage system. The analysis of each existing storm drainage system will be utilized to identify and confirm areas of the storm drainage systems which are currently experiencing flooding issues.
- C. Hydraulic modeling of the existing storm drainage systems with the addition of various proposed improvements to determine the most cost efficient repairs to prevent flooding based on the current Bartlett storm water design criteria.
- D. Discuss findings of hydraulic modeling with Bartlett Engineering. Adjust modeling or conduct additional modeling as requested. Obtain approval of recommended storm drainage improvements.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Bartlett to provide these services in support of the project:

- Project Management
- Land Surveying
- Civil Engineering

The phases described below represent our understanding of the project requirements as indicated by the Client:

Topographic Survey

- A. Prosperity Point Subdivision: Locate all storm drainage structures and obtain invert elevations, determine size of connecting pipes. All surveys will be to Tennessee State Plane Coordinates.
- B. East Hill Subdivision: Locate all storm drainage structures and obtain invert elevations, determine size of connecting pipes. All surveys will be to Tennessee State Plane Coordinates.

Hydraulic Model of Existing Drainage System – Prosperity Point

- A. Prosperity Point Subdivision: Existing storm drainage system will be modeled for the 2, 10, 25, 50, and 100 year storm events.
- B. East Hill Subdivision: Existing storm drainage system will be modeled for the 2, 10, 25, 50, and 100 year storm events.

Hydraulic model of Existing Drainage System with Proposed Improvements – Prosperity point

- A. Prosperity Point Subdivision: Existing storm drainage system with the addition of various proposed improvements will be modeled for the 2, 10, 25, 50, and 100 year storm events.
- B. East Hill Subdivision: Existing storm drainage system with the addition of various proposed improvements will be modeled for the 2, 10, 25, 50, and 100 year storm events.
- C. When hydraulic model of both subdivisions are fully operational, meetings with the design team and Bartlett Engineering will be held to discuss findings. Hydraulic models will be modified as suggested until approved by Bartlett Engineering.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Construction Documents of recommended and approved corrective measures will developed under a supplemental agreement to this proposal once the define scope of the work has been determined.
- B. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- C. Any plan review fees required by local or state entity, application fees and/or permit fees.
- D. Environmental Site Assessment.
- E. Any offsite improvements not specifically stated above.
- F. Construction cost estimating.
- G. Cost of Advertisement for Bid.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Topographic Survey – Prosperity Point	\$	24,600.00
Topographic Survey – East Hill	\$	5,000.00
Hydraulic Model of Existing Drainage System – Prosperity Point	\$	7,325.00
Hydraulic Model of Existing Drainage System – East Hill	\$	4,335.00
Hydraulic model of Existing Drainage System with Proposed Improvements – Prosperity point	\$	3,650.00
Hydraulic model of Existing Drainage System with Proposed Improvements – East Hill	\$	2,500.00
Meetings with Bartlett Engineering		810.00
Compensation for Basic Scope of Services	\$	48,220.00
Reimbursable Expense Allowance (Printing, Plotting, Mileage, Courier Service)	\$	300.00
Reimbursable Fee (Plans Review, Bid Advertisement)	Direct Cost + 10%	

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Bartlett. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 175.00	\$ 200.00	\$ 225.00
Project Manager	\$ 120.00	\$ 135.00	\$ 155.00
Engineer	\$ 115.00	\$ 130.00	\$ 150.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Construction Administrator	\$ 80.00	\$ 90.00	\$ 105.00
Designer	\$ 75.00	\$ 85.00	\$ 95.00
BIM/CAD Technician	\$ 70.00	\$ 85.00	\$ 95.00
Survey Crew Member	\$ 55.00	\$ 65.00	\$ 75.00
Administrator	\$ 60.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.



Pat Harcourt, PE
Partner – CEO

Attachment: Terms and Conditions

AGENT FOR: CITY OF BARTLETT

ACCEPTED BY: _____

DATE: _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF BARTLETT** is solely responsible for payment in accordance with the following terms. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF BARTLETT** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF BARTLETT** shall reimburse the Consultant all expenses incurred for courier service, (e.g. Federal Express, United Parcel Service, etc.) mileage, long distance telephone calls, travel, printing and postage. Reimbursable Expenses Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF BARTLETT** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF BARTLETT** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF BARTLETT** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **CITY OF BARTLETT** or its consulting architect.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF BARTLETT**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. In the event **CITY OF BARTLETT** should require Consultant to perform construction administration services, **CITY OF BARTLETT** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
10. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
11. **CITY OF BARTLETT** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the **CITY OF BARTLETT**. **CITY OF BARTLETT** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant.
12. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF BARTLETT** for any loss of profit, loss of use, or any other consequential damages.

 Initials

 Date

13. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
14. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
15. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
16. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF BARTLETT** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
17. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF BARTLETT**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **CITY OF BARTLETT** would have been obligated to pay if the services had not been defective.
18. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
19. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
20. In the event **CITY OF BARTLETT** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF BARTLETT** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF BARTLETT** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF BARTLETT** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
21. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
22. The proposal represents the entire understanding between **CITY OF BARTLETT** and in the respect to the project and may be modified only by a writing signed by both parties.
23. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by **CITY OF BARTLETT**:

Signature

Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/11/18 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Commercial subdivision contract for Whitten Lakes re-subdivision of Lot 3.

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

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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

COMMERCIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of JUNE 4, 2018, approved the Commercial Subdivision for WHITTEN LAKES RE-SUBDIVISION OF LOT 3, and established certain conditions for approval of this Commercial Subdivision 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 Regulation 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 Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plans, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

follows:

I

GENERAL PROVISIONS

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

de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

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

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

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

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

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

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

default.

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

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

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

II

FIXED IMPROVEMENTS

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

III

SEDIMENT AND DEBRIS

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

complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Constructions Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.
3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

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

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

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

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

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

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.
4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

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

SPECIAL CONDITIONS

1. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

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

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

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$16,536.00) **\$2,480.40**

2. a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$16,536.00 **\$992.16**

- b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 4= \$ 700.00
1.5% of \$20,536.00 \$308.04 **\$700.00**

- 3 Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$40.00
\$25.00 implies \$0.00 **\$40.00**

- 4 Water Connection Fee
@ \$3,000.00 per service (4) Domestic, (4) Irrigation
8 **\$24,000.00**

- 5 City Site Plan Inspection @
A: 3% of Development Cost \$616.08
or B: \$300.00 per Lot \$1,200.00
Whichever is greater
Development Cost = \$20,536.00 **\$1,200.00**

- 6 Cost of Water and Sewer Mains to the Subdivision

SEWER BASIN

7	Sewer Connection Charge at Greater of either @ \$2333 per acre \$ - (or) \$33 per Front Foot x N/A	Acres (Total Site) N/A N/A	Paid in <u>original contract</u>
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DRAINAGE BASIN

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		Paid in <u>original contract</u>
9	City portion of Water Improvements	N/A	

TOTAL SURCHARGE FEE \$ -

TOTAL DUE CITY \$29,412.56

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

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

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) \$20,536.00

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: WHITTEN ROAD PARTNERS, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2399)

Meeting: 09/11/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2399

Resolution 26-18, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Risk Management Pool's James L. Richardson "Driver Safety" Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Bartlett and the general public is of the greatest importance, and

WHEREAS, all efforts shall be made to provide safe and hazard-free workplace for the City of Bartlett employees, and

WHEREAS, The Tennessee Municipal League Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a "Driver Safety" Matching Grant Program, and

WHEREAS, the City of Bartlett now seeks to participate in this important program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, the following:

Section 1. That the City of Bartlett is hereby authorized to submit application for a "Driver Safety" Matching Grant Program through The Tennessee Municipal League Risk Management Pool's "Driver Safety" Matching Grant Program.

Section 2. That the City of Bartlett is further authorized to use this grant to cover 100 percent of the MVR checks through the Department of Safety.

ADOPTED THIS 11TH DAY OF SEPTEMBER 2018.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus stated that this resolution authorizes the City to apply for a matching grant through the Tennessee Municipal League's Risk Management Pool. All of the funds will be used the motor vehicle records checks through the Tennessee Department of Safety.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2415)

Meeting: 09/11/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2415

Resolution 27-18, a resolution to donate surplus personal property to the Bartlett City Board of Education.

WHEREAS, the City of Bartlett currently owns a 2008 Ford Crown Victoria VIN #2FAFP71V18X119042, which has been declared surplus property by the Bartlett Police Department; and

WHEREAS, the Bartlett City Board of Education has expressed a desire to obtain this surplus personal property from the City of Bartlett for use in its safety and security programs; and

WHEREAS, Tennessee Code Annotated, §12-2-420 grants authority to transfer surplus personal property among governmental entities upon approval of the governing bodies involved in the transaction; and

WHEREAS, the Board of Mayor and Aldermen of Bartlett, Tennessee has determined that it is good public policy to transfer by gift surplus personal property to other local governmental entities as circumstances and needs arise,

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that one 2008 Ford Crown Victoria, declared as surplus personal property by the City of Bartlett Police Department is hereby transferred by gift to the Bartlett City Board of Education.

Adopted this day of September 11, 2018

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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