



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, AUGUST 12, 2014 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Walter Peggs, Fullview Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, August 14 at 7 p.m.

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

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

Design Review Commission, August 19 at 7 p.m.

RECOGNITIONS

Proclamation for Claude Humphrey upon his induction into the NFL Hall of Fame

Proclamation for Mid-South IEC upon being selected by the White House as a model workforce innovation company

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 22, 2014 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Bartlett Station Music Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 11 from 10 a.m. to 10 p.m. at Davis Industrial Park, 5792 Ferguson Rd.

- 2 Special event permit for Stanky Creek 25K and 50K races. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, September 14 from 7 a.m. to 4 p.m. at Nesbit Park.

3 Special event permit for "12 Hours of Stank" Mountain Bike Race. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, October 4 from 9 a.m. to 9 p.m. at Nesbit Park.

4 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2014. (Rick McClanahan, Director of Engineering)

The City's current number of water system connections is 20,532, at \$1.30 per connection, the City's total is \$26,691.60. Funds are available in account 510.51200.644.

5 Bid for Concrete Replacement Project Summer 2014. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Barnes and Brower, Inc. in the amount of \$32,684.50, plus a contingency amount of \$3,000.00 for a total cost of \$35,684.50. Funds are available in Account 311.48311.780.446.

6 HVAC replacement project for Bartlett Station Municipal Center. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Damon-Marcus Company in the amount of \$45,825.00 plus a contingency amount of \$4,500.00 for a total cost of \$50,325.00. Funds are available in Account 311.48311.780.109.

7 Easement and right-of-way acquisition for Memphis-Arlington traffic signal project. (Rick McClanahan, Director of Engineering)

Research and purchasing the easements and right-of-ways is expected to cost no more than \$12,630.15. Funds are available in Account 311.48311.780.448.

8 Amendment to Kate Hyde-64 Commercial Subdivision contract. (Rick McClanahan, Director of Engineering)

The addition of a fire hydrant increased the fees by \$1,588 and the bond \$6,225.

9 Planning Commission Report for August 2014. (Terry Emerick, Director of Planning and Economic Development)

NEW BUSINESS

I Resolution 29-14, a resolution to delete uncollectable property taxes, interest, penalties, grass charges and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

- 2 **Resolution 30-14, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2014, in an amount not to exceed \$1,041,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

- 3 **Report on Debt Obligation. (Dick Phebus, Director of Finance)**

- 4 **First Reading of Ordinance 14-07, an ordinance to delete water and sewer rates and tap fees from the codified ordinances. (Mark Brown, Chief Administrative Officer) The public hearing to be set for September 9, 2014.**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 22, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Grant Nixon, Christ Church

FUTURE MEETINGS

Family Assistance Commission, August 4 at 6 p.m.

Planning Commission, August 4 at 7 p.m.

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

Industrial Development Board, August 7 at 7 p.m.

City Beautiful Commission, August 7 at 7 p.m.

RECOGNITIONS

Any Weirich announced her candidacy for Shelby County District Attorney. The election is August 7.

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 8, 2014 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jul 22, 2014 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

I 13th Annual Bartlett Kid's Triathlon (David Thompson, Director of Parks and Recreation)

This event will be held Saturday, August 2 beginning at 7:30 a.m. The course will begin and end at the Bartlett Recreation Center and run through surrounding streets.

2 Bid for one 2014 Ford F-150 SuperCab Pickup Truck. (Jim Brown, Director of Code Enforcement)

Recommend accepting the lowest bid from Golden Circle Auto Group at a cost of \$18,716.88. Funds are available in Account 311.48311.785.29115.

Vice Mayor Young moved to approve the bid from Golden Circle Auto Group.

Alderman Parsons seconded the motion.

Alderman Simmons pulled this item to ask if bids were received from any local companies. Mr. Brown explained that the department used the State's bid list and accepted the lowest bid from Golden Circle Ford.

3 Commercial Subdivision Contract for Kate Hyde-64 subdivision. (Rick McClanahan, Director of Engineering)

The developer, Kate Hyde-64 Partnership, will pay the City \$39,738 in fees. The bond is set at \$201,415.

4 Engineering services for repairs to Westbrook Road Bridge. (Rick McClanahan, Director of Engineering)

Recommend approving engineering services from Smith, Seckman, Reid, Inc. In the amount of \$27,250 for repairs to Westbrook Road Bridge. Funds are available in Account 311.48311.772.41415.

5 Planning Commission Report for July 2014. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Special use permit for AAA Collision Center, north of Elmore Road and west of Summer Ave, was approved with conditions.

Item 2 - Site plan for Bartlett Church of Christ was approved with conditions.

NEW BUSINESS**I Appoint Casper Briggs to the Design Review Commission. (A. McDonald, Mayor)**

Casper Briggs will complete Billy Williams' term. The term will expire December 31, 2014.

Minutes Acceptance: Minutes of Jul 22, 2014 7:00 PM (MINUTES ACCEPTANCE)

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

2 Set a public hearing for August 26, 2014 for Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the "C-H" Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

The public hearing is set for August 26, 2014 for Resolution 21-14.

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

3 Resolution 25-14, a resolution to repeal and replace Chapter 22, Workers' Compensation, of the Personnel Policies of the City of Bartlett. (Peter Voss, Director of Personnel)

Mayor McDonald explained that he will, without objection from the Board, withdraw this resolution from the agenda. He said he will represent it at the August 26 Board meeting without the clause that establishes the employee's pay at two-thirds of his/her average weekly wage.

Although this resolution does not call for a public hearing, the Mayor said he will make an exception since so many people showed up to voice their concerns.

Mr. Voss explained that the City's loss ratios from workers compensation claims increased from 45.1 percent in Fiscal Year 2010 to 136.6 percent in Fiscal Year 2013. This increase precipitated an increase in the City's premium, which went up \$216,000 over last year. As of July 22, the City already has \$29,000 in claims for six injuries. The Tennessee Municipal League Risk Management Pool provides workers compensation insurance to the City.

In order to lower claims, the Pool recommended several changes; including allocating the cost of premiums and claims to each department and reducing employees pay to two-thirds of their normal wages during the time off work due to an injury sustained on the job.

Mayor McDonald said the City will implement the other seven recommendations from the TML Pool, but if claims don't decrease, the City will have to look at the salary reduction.

Public hearing

*David Neyman, 6360 Oak Walk Lane, asked questions about the employee retirement fund. Mayor McDonald pointed out that workers compensation has nothing to do with the retirement fund.

*Pete Cooper, Bluff Springs Cove, cited a lack of communication with employees. He suggested appointing an alderman as a liaison to the police and fire departments. He said he was concerned about the morale of the police and fire departments. He believes the City should shop around for better workers compensation insurance.

Mayor McDonald responded that the department liaison is the director. He added that only a few Tennessee cities have found better rates; Bartlett is a member of the Pool to keep premiums down. He said when the City has a 136 percent loss ratio, it's not the time to shop.

*Cindy Riggs, 6631 Dawnhill, said it is grossly unfair to ask police and fire employees to be treated as second-class citizens. She believes the Mayor has better benefits than those employees since he drives a City vehicle and was recently approved for a raise by the Board.

Mayor McDonald explained that he did not accept the last pay raise approved by the Board four years ago, and he will be giving up his City vehicle privileges, which include repairs, gas and insurance for a \$500 monthly vehicle allowance. He took offense at Ms. Riggs saying that he has been enriched at the employees' expense.

*Brooke Pilant, 3475 Golden Valley Lane, asked the Board to choose families over money. Her husband is a Bartlett firefighter and has been severely burned on the job. He chose to serve the City, so Mrs. Pilant asks the Board to take care of him and his fellow firefighters.

*Rober Zachar, 7051 Old Brownsville Road, said Bartlett's employees are top notch. He said it's concerning that some employees don't feel appreciated. He said the City could double his taxes, and he would consider it a bargain.

*Jim Cunningham, 6439 Yale Road, thanked the Board for withdrawing the two-thirds salary option.

*Donna Kirk, 3038 Yates, thanked the Board for reconsidering. Her husband was a Memphis firefighter killed in the line of duty 11 years ago.

RESULT:	TABLED [UNANIMOUS]	Next: 9/9/2014 7:00 PM
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

4 Resolution 26-14, a resolution to repeal and replace Chapter 4, Section 4.11, Limited Duty - illness, accident or injury, of the Personnel Policies of the City of Bartlett. (Peter Voss, Director of Personnel)

Mr. McKenney explained that the City's Limited Duty policy must be updated to comply with the Americans with Disabilities Act.

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

5 Resolution 27-14, a resolution amending and supplementing Resolution 18-14 adopted by the Board of Mayor and Aldermen on June 3, 2014. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this amendment is an addition of some language required by our Bond Counsel. The content of the Revenue Anticipation Note, or Bridge Loan, for the Bartlett City School System remains unchanged.

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

6 Resolution 28-14, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement. (Ed McKenney, City Attorney)

Mayor McDonald explained that this lease allows the school system to lease computers from Apple. The school system is unable to enter into the lease because it does not have taxing authority. This is a tax-free acquisition and will count against the City's ability to issue bonds.

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

7 Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education. (Ed McKenney, City Attorney)

Mr. McKenney explained that this item goes with Resolution 28-14. The City will pay for the Apple lease and the schools will repay the City via this Memorandum of Understanding (MOU).

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

OPEN DISCUSSION

Bartlett City Schools Superintendent announced that registration will be Tuesday, July 29. An open house for the new Bartlett Freshman Academy will be Thursday, July 24. The school was Shadowlawn Middle School.

ADJOURNMENT

8:18 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jul 22, 2014 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bartlett Station Music Festival.



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

Davis Industrial Park
5792 Ferguson Road

Address

38134
Zip Code

Saturday, October 11, 2014

Dates of the Event

10am - 10pm
Hours of the Event

Bartlett Station Music Festival

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

Property Owner

Melissa Barre / Bartlett Station Commission

Special Event Permit Applicant

Address of Applicant

3037 Guillory St
Bartlett, TN 38134

901-649-2929

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00

Special Event Fee

\$4.00

Permit Issuing Fee

Total

Melissa Barre / Bartlett Station Commission

Responsible Person

Date

7/2 / 2014

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

APPROVAL

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

Attachment: BARTLETT STATION MUSIC FESTIVAL-2014 (1313 : Bartlett Station Music Festival)

Special Event Checklist

Event: Music Festival
 Location: Davis Industrial Park 5792 Ferguson Road
 Dates: October 11, 2014 10a - 10p

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
|---|---|

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

- | | |
|--|--|
| <p>☒ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☒ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☒ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|--|--|

Performance standards:

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

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

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

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

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

see attached

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	See attached
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	✓
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	10/11/14
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35			✓	A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			✓	Location and number of proposed temporary public toilets.	See map
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

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

* Handwashing Station And Portable Toilets being provided by Safetyquip.

* 3 Food Vendor Booths w/ insurance

Signage Request

Bartlett Station Music Festival 2014


City Auto Truck Sign W 6'7" L 25' H 11'2" / Permission for this vehicle sign to be parked on Davis Industrial Lot for duration of event, to be removed on Sunday, October 12th, by 11 am.

Q (2) 4'x8' Horizontal signs to be placed at the following beginning 9/29 – 10/12/14 at Noon:

- (1) **Davis Industrial Park** facing Bartlett Road / Placed in ground with wooden stakes
- (2) **City Hall Lot** / Placed in ground with wooden stakes.

Request for quantity (10) corrugated signs to be placed on metal frame / free standing / throughout Bartlett to advertise this event.



Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Grassy Area to host
Music Festival

Attachment: BARTLETT STATION MUSIC FESTIVAL-2014 (1313 : Bartlett Station Music Festival)

ADDITIONAL INSURED CERTIFICATE

PRODUCER FOUR-WAY INSURANCE, LLC 7909 US HWY 70 BARTLETT, TN 38134	DATE 9/30/2013
COMPANIES AFFORDING COVERAGE	
INSURED BARTLETT, CITY OF 6400 STAGE ROAD BARTLETT, TN 38134	COMPANY LETTER A TML RISK MANAGEMENT POOL COMPANY LETTER B COMPANY LETTER C

COVERAGES

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

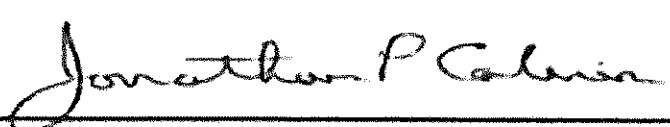
LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS	
A	GENERAL LIABILITY			TORT	
	☒ COMMERCIAL GENERAL LIABILITY	TML-	7/1/13	PER PERSON/BODILY INJURY OR PERSONAL INJURY	\$ 300,000
	☒ CLAIMS MADE	0196 -16	to	PER OCCURRENCE/BODILY INJURY OR PERSONAL INJURY	\$ 700,000
	☒ PERSONAL INJURY LIABILITY		7/1/16	PER OCCURRENCE/PROPERTY DAMAGE	\$ 100,000
	☒ CLAIMS MADE			NON TORT	
	☐ LAW ENFORCEMENT LIABILITY			PER OCCURRENCE/EACH OTHER LOSS	\$ 1,000,000
	☐ CLAIMS MADE				
	ERRORS OR OMISSIONS LIABILITY			PER OCCURRENCE	
	AUTOMOBILE LIABILITY			TORT	
	☐ OWNED AUTOS			PER PERSON/BODILY INJURY	
	☐ HIRED AUTOS			PER OCCURRENCE/BODILY INJURY	
	☐ NON-OWNED AUTOS			PER OCCURRENCE/PROPERTY DAMAGE	
	☐ PHYSICAL DAMAGE			NON TORT	
	☐			PER OCCURRENCE/EACH OTHER LOSS	
	OTHER				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY/DESCRIPTION OF OPERATIONS/DESCRIPTION OF VEHICLES/SPECIAL ITEMS

LUBIN COMMERCIAL REALTY LLC IS AN ADDITIONAL INSURED AS REPRESENTS USE OF PROPERTY OCTOBER 19, 2013 BY THE CITY OF BARTLETT AND THE BARTLETT STATION COMMISSION.

EFFECTIVE DATE: 9/30/13

THE ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY TO THE EXTENT THAT ANY LIABILITY IS ALLEGED OR IMPOSED UPON SAID ADDITIONAL INSURED FOR THE ACTS OR OMISSION OF THE NAMED INSURED, CITY OF BARTLETT, AND THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSION OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS, AND EXCLUSIONS CONTAINED IN THE POLICY.

ADDITIONAL INSURED	CANCELLATION
Lubin Commercial Realty LLC 6084 Appletree Drive Memphis, TN 38115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AND DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

Attachment: BARTLETT STATION MUSIC FESTIVAL-2014 (1313 : Bartlett Station Music Festival)

ADDITIONAL INSURED CERTIFICATE

PRODUCER FOUR-WAY INSURANCE, LLC 7909 US HWY 70 BARTLETT, TN 38134	DATE <u>9/30/2013</u>
COMPANIES AFFORDING COVERAGE	
INSURED BARTLETT, CITY OF 6400 STAGE ROAD BARTLETT, TN 38134	COMPANY LETTER A TML RISK MANAGEMENT POOL COMPANY LETTER B COMPANY LETTER C

COVERAGES

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

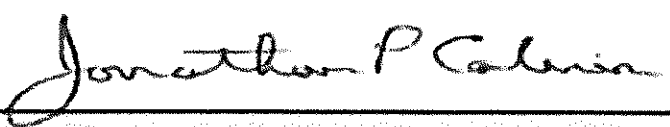
Q	LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS	
A		GENERAL LIABILITY			TORT	
	X	COMMERCIAL GENERAL LIABILITY	TML-	7/1/13	PER PERSON/BODILY INJURY OR PERSONAL INJURY	\$ 300,000
	X	CLAIMS MADE	0196 -16	to	PER OCCURRENCE/BODILY INJURY OR PERSONAL INJURY	\$ 700,000
	X	PERSONAL INJURY LIABILITY		7/1/16	PER OCCURRENCE/PROPERTY DAMAGE	\$ 100,000
	X	CLAIMS MADE			NON TORT	
		LAW ENFORCEMENT LIABILITY			PER OCCURRENCE/EACH OTHER LOSS	\$ 1,000,000
		CLAIMS MADE				
		ERRORS OR OMISSIONS LIABILITY			PER OCCURRENCE	
		AUTOMOBILE LIABILITY			TORT	
		OWNED AUTOS			PER PERSON/BODILY INJURY	
		HIRED AUTOS			PER OCCURRENCE/BODILY INJURY	
		NON-OWNED AUTOS			PER OCCURRENCE/PROPERTY DAMAGE	
		PHYSICAL DAMAGE			NON TORT	
					PER OCCURRENCE/EACH OTHER LOSS	
		OTHER				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY/DESCRIPTION OF OPERATIONS/DESCRIPTION OF VEHICLES/SPECIAL ITEMS

FERGUSON STREET PARTNERS LLC IS AN ADDITIONAL INSURED AS RESPECTS USE OF PROPERTY OCTOBER 19, 2013 BY THE CITY OF BARTLETT AND THE BARTLETT STATION COMMISSION.

EFFECTIVE DATE: 9/30/13

THE ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY TO THE EXTENT THAT ANY LIABILITY IS ALLEGED OR IMPOSED UPON SAID ADDITIONAL INSURED FOR THE ACTS OR OMISSION OF THE NAMED INSURED, CITY OF BARTLETT, AND THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSION OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS, AND EXCLUSIONS CONTAINED IN THE POLICY.

ADDITIONAL INSURED	CANCELLATION
Ferguson Street Partners LLC 6084 Appletree Drive Memphis, TN 38115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AND DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

Attachment: BARTLETT STATION MUSIC FESTIVAL-2014 (1313 : Bartlett Station Music Festival)

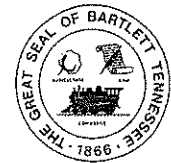
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek 25K and 50K races.



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

Address 5760 YALE RD Zip Code 38134
Dates of the Event SEPTEMBER 14, 2014 Hours of the Event 7:00AM TO 4:00 PM
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) FOOT RACE (RUN)
City of Bartlett
Property Owner MICHAEL D. SAMUELSON Address of Applicant 9438 WILLIAM LITTLE DR
Special Event Permit Applicant ALTIS ENDURANCE SPORTS, LLC LAKE LAND, TN 38002-9475
Phone Number 901-355-9820 Fax Number NONE

Check all items that apply:

For information call (901) 385-6425.

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

____ \$60.00 Special Event Fee
____ \$4.00 Permit Issuing Fee
____ Total Pd

Michael D Samuelson
Responsible Person

7-23-14
Date

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

APPROVAL

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

Special Event Checklist

Event: STANKY CREEK 50K/25K
 Location: NESBIT PARK 5760 YALE RD BARTLETT, TN 38131
 Dates: SEPTEMBER 14, 2014

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Attachment: 5760 YALE RD-STANKY CREEK 50K-25K-9-14-14 (1306 : Stanky Creek 50K/25K)

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting

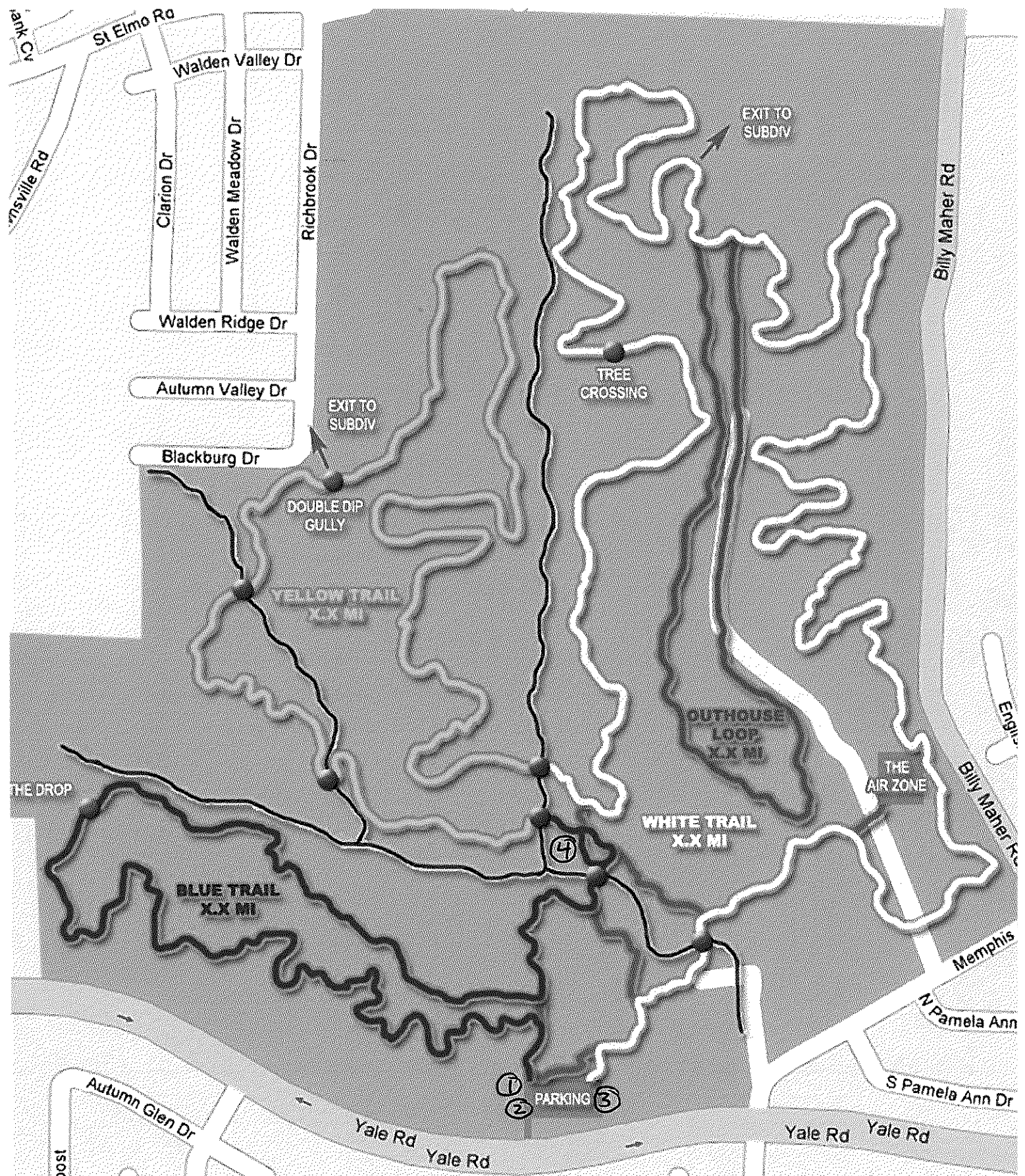
Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

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

Attachment: 5760 YALE RD-STANKY CREEK 50K-25K-9-14-14 (1306 : Stanky Creek 50K/25K)

NESBIT PARK MAP

5.2.a



① PORT-O-LETS

② RACE START LINE

③ FINISH LINE/AID

④ AID STATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2014

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

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

PRODUCER Supple-Merrill & Driscoll, Inc. 550 El Dorado Street Pasadena, CA 91102 Phone No. (626) 795-9921 Fax No. (626) 577-6656	CONTACT NAME: Phillip Kohn PHONE (A/C No. Ext): (626) 795-9921 x111 FAX (A/C No.): (626) 844-6403 E-MAIL ADDRESS: service@productioninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: AXI - AXIS Insurance Company INSURER B: NAS - North American Specialty Insurance Company 29874 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Altis Endurance Sports, LLC 9438 William Little Drive Lakeland, TN 38002 Phone No. (901) 355-9820 Fax No.	

COVERAGES**CERTIFICATE NUMBER: 518146****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
NAS	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			EKG8004199-00	01/03/2014	01/03/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ Y ☐ N N/A WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
NAS AXI	Inland Marine Accident Medical			EKN8000976-00 SRPO-35000-4500-00016	01/03/2014 01/03/2014	01/03/2015 01/03/2015	See Attached See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Coverage Location: United States & Canada

Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear. Covered Events As Declared to and Accepted by Carrier

All coverages expire at 12:01 a.m. Standard Time.

* The actual event dates may be limited. Please review the Scheduled Events form attached to this certificate.

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett ATTN: David Thompson 5868 Stage Rd Bartlett, TN 38134 United States Of America Phone No. Fax No.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

07/23/2014

INSURED **Altis Endurance Sports, LLC**

The following is attached to and made part of certificate number 518146.

Policy D	il	Co	Li	i	D	c	i	I
II	I							
Compan :		North American Specialt Insurance Compan						
Polic Number:		E N8000976-00						
*Period:		01/03/2014 - 01/03/2015: 365 Da (s)						
		E uipment, props, sets, wardrobe (rented)			Excluded			
		E uipment, Props, Sets, ardrobe (owned)			Excluded			
		Rented urs, ewelr , Art Anti ues Coverage			Excluded			
		Extra Expense			Excluded			
		Third Part Propert Damage		1,000,000			2,500	
		ffice Contents			Excluded			
		usiness Income/Extra Expense			Excluded			
		ired/Non- wned Ph sical Damage-Aggregate			Excluded			
		ired/Non- wned Ph sical Damage-Per ehicle			Excluded			
		Rental Cost Reimbursement			Excluded			
		EDP						
		EDP (Electronic Data Processing E uipment)			Excluded			
		Limited Computer irus Coverage			Excluded			
		Accounts Receivable			Excluded			
		aluable Papers and Records			Excluded			
		Mone Securities			Excluded			
		aiver of Subrogation			Excluded			
		Coverage Extension Endorsement						
		Coverage Extension Endorsement			Excluded			
		orldwide Coverage			Excluded			
		Terrorism			Included			

S	c	o	P	ici	ic	I
Compan :				A IS Insurance Compan		
Polic Number:				SRP -35000-4500-00016		
*Period:				01/03/2014 - 01/03/2015: 365 Da (s)		
				Aggregate Limit of Indemnity	250,000	
				Accidental Death	50,000	
				Accidental Dismemberment	50,000	
				Accident Medical Expenses	50,000	250
				Dental (per tooth per accident)	250	
				Coverage for Participants	Included	
				Coverage for Spectators	Excluded	

*All coverages expire at 12:01 a.m. Standard Time.

Scheduled Events

Certificate Number: 518146

Event Type	Venue	Dates	Attendees
Stanky Creek 25K and 50k Marathons (walking, running, etc.)	Nesbit Park 5760 Yale Road Bartlett, TN 38134	09/12/2014 - 09/14/2014 at 12:01 am (Setup) 09/14/2014 - 09/15/2014 at 12:01 am	200 Participants 25 Spectators

Attachment: 5760 YALE RD-STANKY CREEK 50K-25K-9-14-14 (1306 : Stanky Creek 50K/25K)

Special Event Permit Application
For
Stanky Creek 50K and 25K (a foot race)

Date and time of event: Sunday September 14, 2014 from 7:00 AM to 4:00 PM

Location of Event: Nesbit Park (Stanky Creek) located at 5760 Yale Rd. Event participants will run, jog, or walk either a 50K or 25K by running loops on the park's maintained trails to complete the race distance of their choosing.

Name and address of the Race Director:

Mr. Mike Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
events@altisendurance.com
Cell/home: 901-355-9820

Narrative description of event: Approximately 125 runners (the event is limited to a maximum of 200 runners) will run loops of the Nesbit Park trails to complete a 50K or 25K.

Parking: Event participants will park in the Nesbit Park parking lot and also legally park between the bike lane and the curb on Yale Rd. near the park.

Standards: All performance standards and requirements set forth in the Special Events Checklist have been satisfied.

Portable toilets: Three to six portable toilets (number of toilets depends on the number of race entrants) will be set up on the west side of the Nesbit Park parking lot.

City Services: No city services are requested for this event.

Insurance Coverage: Insurance coverage for this event has been obtained, and the appropriate Certificate of Liability Insurance for this event is included in this permit request.

Restoration of site: The restoration of Nesbit Park will be conducted according to required special event standards and conditions of approval.

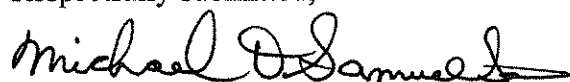
Proceeds from this event support the non-profit American Discovery Trail Society (discoverytrail.org).

Enclosure (1): Completed Special Event Checklist

Enclosure (2): Nesbit Park Map

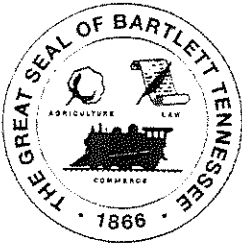
Enclosure (3): Insurance Certificate

Respectfully submitted,



Mike Samuelson, Race Director

Attachment: 5760 YALE RD-STANKY CREEK 50K-25K-9-14-14 (1306 : Stanky Creek 50K/25K)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D Thompson, Parks Director

July 23, 2014

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

The American Discovery Trail Society has requested to use Nesbit Park on Sunday, September 14, 2014, for their annual Stanky Creek 50K and 25K foot race events. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

Attachment: 5760 YALE RD-STANKY CREEK 50K-25K-9-14-14 (1306 : Stanky Creek 50K/25K)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for "12 Hours of Stank" Mountain Bike Race.



5760
Nesbitt Park - Gale Rd.
Address

38134
Zip Code

SATURDAY OCTOBER 4 2014 9:00 AM - 9:00 PM

MOUNTAIN BIKE RACE
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

LARRY LUNA 5110 MASON RD, MEMPHIS, TN 38117
Special Event Permit Applicant Address of Applicant

901-628-2203

Phone Number Fax Number

For information call (901) 385-6425.

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

X \$60.00	Special Event Fee
X \$4.00	Permit Issuing Fee
<u>64.00</u>	Total


Responsible Person _____ Date _____

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

APPROVAL

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

Special Event Checklist

Event: 12 HOURS OF STANK - MTN BIKE RACE
 Location: NESBITT PARK - 5760 YALE RD
 Dates: OCTOBER 4, 2014

Type of special event: (Check one.)

- | | |
|--|--|
| <p>☒ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☐ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
|--|--|

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

- | | |
|--|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☒ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|--|--|

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/01/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC#: 20281-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21898957

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC	Y		79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permited events.

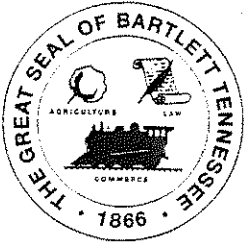
Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett 5868 Stage Road Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Coll: 4480179 Tpl: 1740627 Cert: 21898957 ©1988-2010 ACORD CORPORATION. All rights reserved.



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, *Mayor*
David D Thompson, *Parks Direct*

August 4, 2014

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

Larry Dunn of Stanky Creek Cycling (SCC) has requested to use Nesbit Park on Saturday, October 4, 2014, 9:00 a.m. until 9:00 p.m. for their 12 Hours of Stank racing event.

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

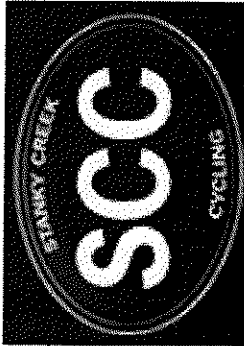
Cc: Larry Dunn, Stanky Creek Cycling
Larrydunn80@gmail.com
901-628-2203

Attachment: 12 Hours of Stank-Mtn Bike Race-October 2014 (1314 : 12 Hours of Stank-Mountain Bike Race)



12 Hours of Stank

Presented by Stanky Creek Cycling
www.stankycreekcycling.com



General Information

Date/Time: 9am to 9pm Saturday October 4, 2014
Location: Bartlett Park, Bartlett, TN (also called Nesbit Park)
Open Class Fee: \$75.00 solo, \$65 for individual team members (3 man team = \$195)
USAC License required - one day USAC license can be purchased for \$10 if you don't have an annual USAC license
Registration: www.stankycreek.com (online registration closes 10/2/14)
Same Day Registration available (closes at 8:30am!)
The promoter reserves the right to combine or change race categories as needed
Pre-ride: All day Friday and 6am to 7am Saturday (race day)
Promoter: Larry Dunn (larrydunn80@gmail.com)

Race Information

Promoter reserves right to shorten race based on weather, trail condition or other instances where it may be necessary to not run the full time.

Acceptable to have 2 person teams; however, they will race in the 3 person category

Directions: From I-40/Wake Exit 12 - Westmore View toward Bartlett (North) Follow Westmore View through changes to Bartlett Blvd until you reach Yale Road. Turn left (west) on Yale Rd. The parking lot will be on your right about 1/2 mile up the road - Bartlett Park/Nesbit Park

Course Description: The trail runs clockwise from registration area. The first/long/hardest singletrack is 10.5 miles long. There are a few drops, log piles, ramps, and a creek crossing. The course will be marked for the race.



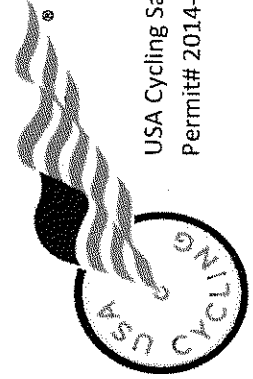
Start Time	Category	Prizes
9:00	Open - Solo Men	Top 3 Cash or Prizes
9:00	Open - Solo Female	Top 3 Cash or Prizes
9:00	Open - Solo Single Speed	Top 3 Cash or Prizes
9:00	Open - Male Team (3 person)	Top 3 Cash or Prizes
9:00	Open - Coed Team (3 person)	Top 3 Cash or Prizes

The promoters reserve the right to combine categories when less than five (5) racers/teams are in a category.
USAC License Required For ALL riders - one day USAC license can be purchased for \$10 during registration if you don't have an annual license.

GET SOME STANK ON YOUR CRANK
WWW.FACEBOOK.COM/STANKYCREEK

Light Requirements

- Two (2) lights are needed to race, one (1) primary and one (1) secondary (backup). The backup light only needs to be light enough to allow the racer to get off the trail safely if the primary light fails.
- Lights are required after 6pm or time stated by the race official.



USA Cycling Sanctioned
Permit# 2014-2871

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 08/12/14 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

AGENDA ITEM

**Facility maintenance fee payment to the Tennessee
Department for Environment and Conservation for Fiscal Year
2014.**

DWS_WS_C-6880

TN Dept Env & Conservation

WRS TN Tower, 10th Floor

312 Rosa L. Parks Avenue

Nashville TN 37243

Phone: (615) 532-0065

Invoice	INV00000000317457
Date	7/15/2014
Page	1/1

Due Date: 9/15/2014

Bill To:

Customer ID: 312898

RICK MCCLANAHAN

BARTLETT WWTP #2

6382 STAGE ROAD

BARTLETT, TN 38134

Billed	Fee Item	Fee Name	Total
1.00	TN0000765-1-A-1-V	DWS-00605-ANNUAL FEE - CONNECTIONS -19401-	\$25,221.30

20,532

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

Subtotal	\$25,221.30
Total	\$25,221.30

26,691.60

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

Customer ID: 312898

BARTLETT WWTP #2

RICK MCCLANAHAN

6382 STAGE ROAD

BARTLETT TN 38134

Invoice

Date

Due Date

Total

Remit to:

DWS_WS_C-6880

INV00000000317457

7/15/2014

9/15/2014

\$25,221.30

TN Dept Env & Conservation
WRS TN Tower, 10th Floor
312 Rosa L. Parks Avenue
Nashville TN 37243



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Fiscal Services – Consolidated Fee Section
10th Floor, William R. Snodgrass TN Tower
312 Rosa L. Parks Ave.
Nashville, TN 37243

2014 Facility Maintenance Fee Invoice

07/15/2014

Your 2014 Facility Maintenance Fee invoice is enclosed.

According to Rule 1200-5-1-.32 an annual maintenance fee for public water systems is to be paid by the due date specified on the invoice from the State. Further, in the amendments to the rule passed by the Water Quality Control Board on July 22, 1992 and effective September 26, 1992, the fee is to be based on the number of service connections and/or type of facility.

Fees not paid in full by September 30, 2014 will accrue penalty charges of five percent monthly, plus interest charges at the maximum lawful rate.

If you disagree with the calculation or applicability of the fee, you may petition the Water Quality Control Board for a hearing provided the petition for the hearing AND the total amount of the fee due is received within fifteen days of the invoice due date.

Please return the above portion of this invoice in the enclosed envelope with your check or money order made payable to “Treasurer, State of Tennessee” and mail to the above address.

If this is a State facility that needs to voucher funds between departments, or if you have any questions about this invoice, please call (615) 532-0162 or (615) 532-0065.

Tennessee Code Annotated § 68-203-103 provides, in part, as follows:

(e)(1) If any part of any fee imposed under this chapter is not paid within fifteen (15) days of the due date, a penalty of five percent (5%) of the amount due shall at once accrue and be added thereto. Thereafter, on the first day of each month during which any part of any fee or any prior accrued penalty remains unpaid, an additional penalty of five percent (5%) of the then unpaid balance shall accrue and be added thereto. In addition, the fees not paid within fifteen (15) days after the due date shall bear interest at the maximum lawful rate from the due date to the date paid; however, the total of the penalties and interest that accrue pursuant to this section shall not exceed three (3) times the amount of the original fee.

(2) If any maintenance fee is not paid in full, including any interest and penalty within sixty (60) days of the due

Attachment: SKMBT_28314072909260.pdf (1307 : Facility Maintenance Fee 2014)

date, the commissioner may suspend the permit pending the opportunity for hearing until the amount due is paid in full.

(3) In addition to other powers and authority provided in this chapter, the commissioner is authorized to seek injunctive relief in the chancery court of Davidson County or any court of competent jurisdiction for a judgment in the amount owed the state under this chapter.

(4)(A) Any person required to pay the fees set forth under this chapter who disagrees with the calculation or applicability of the fee may petition... for a hearing.

(B) In order to perfect a hearing, a petition for a hearing, together with the total amount of the fee due, must be received by the commissioner not later than fifteen (15) days after the due date.

(C) Such hearing shall be in accordance with contested case provisions set forth in the Uniform Administrative Procedures Act, compiled in title 4, chapter 5.

(D) If it is finally determined that the amount in dispute was improperly assessed, the commissioner shall return the amount determined to be improperly assessed with interest.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/12/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Concrete Replacement Project Summer 2014.

The Concrete Replacement Project Summer 2014 was advertised in *The Commercial Appeal* on July 10, 2014. The contractors that picked up Bid Documents are as follows:

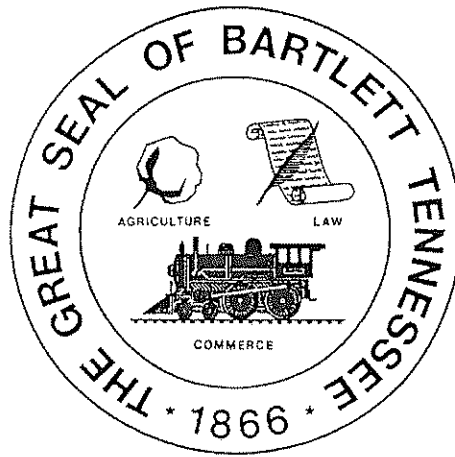
Mark Weeks Construction
G2 Engineering & Management
Barnes and Brower, Inc.
Ferrell Paving

On July 31, 2014 we received two (2) bids for the construction of the **Concrete Replacement Project Summer 2014**. The apparent low bidder, Barnes and Brower, Inc., submitted a Total Base Bid of **\$32,684.50**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee, and they concluded that Barnes and Brower has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Barnes and Brower in the base bid amount of **\$32,684.50**, plus an additional amount of **\$3,000.00** for items that may need to be added during construction for a total not to exceed **\$35,684.50**. Barnes and Brower, Inc. has performed work for the City of Bartlett on other projects.

Funding is available in **Account 311.48311.780.446**.

Bidder	Total Base Bid
Barnes and Brower, Inc.	\$32,684.50
Mark Weeks Consulting & Construction	\$41,650.00

A copy of the bid document (bid book and addendum 1) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review. These documents have also been attached to this MinuteTraq file.



**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING/UTILITIES**

Concrete Replacement Project Summer 2014

Bid Date:
July 31, 2014

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **Thursday, July 31, 2014**. Sealed bids are to be marked **Concrete Replacement Project Summer 2014** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
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 company or individual for any reason.* If further information is desired, please contact Becky Bailey, P.E. at 901-385-6499.

Please quote prices on attached sheet

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

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

NAME OF FIRM

Print Name _____
ADDRESS _____

TELEPHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders	NB-1
Table of Contents	TC-1
Instruction to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-9
Contract Monitoring	CM-1
Title VI.....	Title VI-1 to Title VI-3
Special Conditions	SC-1 to SC -2
Special Condition Sketches.....	SCS-1 to SCS-3
Affidavit of Equivalent Drug Testing Program.....	DAA-1
Bid Tabulation	BT-1
Bid Submittal Forms	BSF-1
Performance - Payment Bond	PPB-1 to PPB-3
Notice of Award	NA-1
Notice to Proceed	NP-1
Non collusion Affidavit of Prime Bidder	NCA-1
Bid Bond	BB-1 to BB-2
Agreement	A-1 to A-3
Release of Liability.....	RL-1

TC-1

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project includes removal and replacement of approximately 1,000 linear feet of 6-30 concrete curb and gutter in accordance with detail SCS-1 and the streets as listed on SC-2, also includes the removal and replacement of approximately 310 linear feet of drive gutter, and 1 handicap ramp replacement. This work is concentrated in 4 neighborhoods that will be on paving plans soon. The actual locations will be as marked by the City of Bartlett.

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 Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids on this project.

4. BIDS

a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

c. The Owner 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, it will be awarded by the Owner 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:

<u>Principals</u>	Names Home Addresses, including City, State and Zip Code
<u>Firm</u>	Name Address, including City, State and Zip Code

f. Bids are to be submitted in sealed envelopes marked on the outside:

<u>License</u>	Name of Project Date of Bid Opening Name of Contractor/Company Tennessee License Number if Bid Exceeds \$25,000.00 Licenses Expiration Date (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 **Owner**. 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 Owner 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.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Owner 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 Owner 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. Documents, his organization and equipment available for the work contemplated, and, when specifically requested the Owner, a detailed financial statement. The Owner shall have the right to take such steps as is deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner 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 Owner 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 prorated 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 the advertised hour of opening will be securely kept sealed. The officer 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 Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularity 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 Owner, 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 Owner 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 portions of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

GENERAL CONDITIONS:

A. INSURANCE

A.1 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, 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 very 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 (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2 In addition to the indemnification provided in paragraph 1A.1, the Contractor, upon award of the Contract, shall provide at his own cost and expense the following insurance to the City of Bartlett in 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. Each certificate or policy shall require and state in writing that, "thirty days (30) prior to cancellation or material change in the policies, notice thereof shall be given to the City of Bartlett 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 Contract or may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workmen's Compensation

The Contractor shall maintain in force Workmen'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 REQUIRES OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Owner's Protective Liability Insurance

1. Insurance is to be taken out in the name of the City of Bartlett as named insured.
2. Owner's Protective Liability: Bodily Injury, including death, with MINIMUM LIMITS of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage MINIMUM LIMITS of \$500,000.00 each occurrence and \$500,000.00 Aggregate.
3. Disposition: Certificate of Insurance must be sent to the City of Bartlett prior to the commencement of work.

GC-1

A.5 Comprehensive Automobile Liability Insurance

Insurance is to be taken out in the name of the Contractor as named insured and City as an additional insure, covering owned, hired and non-owned vehicles with MINIMUM LIMITS OF:

Bodily Injury and Property Damage \$1,000,000.00 Each Accident – Combined Single Limit.

A.6 Contractor's General Liability Insurance

1. Insurance is to be taken out in the name of the Contractor as named insured. With MINIMUM LIMITS OF:

Bodily Injury (including death) and Property Damage \$500,000.00 each occurrence and \$1,000,000.00 Aggregate – Combined Single Limits.

2. Coverage's to be included: Independent Contractors; Products and Completed Operations; Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

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, and
 - d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph 1B.1.C or 1B.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.
- 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, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

- D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within Forty-Five (45) days after notice to proceed.

E. CONSTRUCTION ENGINEERING

- E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. Actual construction staking shall be performed by a registered licensed professional engineer or surveyor registered in the state of Tennessee. The contractor shall contact the City of Bartlett after construction staking is in place prior to the installation of the permanent improvement. Costs associated with the construction staking shall be considered as incidental to other unit prices bid under this contract and shall not be paid for separately.

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 Owner an Agreement on the form included in the Contract documents in such number of copies as the Owner may require.

- F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.
- F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner 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 Owner 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 Owner. The Owner 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.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

- H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, 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 Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- H.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner for current periodical estimates.
- H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; **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 (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 Owner, acts of another Contractor in the performance of a contract with the Owner, 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 Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, 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 Owner 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 Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.
- J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- J.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, 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 Owner to require the fulfillment of all of the terms of the contract.
- J.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, arterial men, 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 Owner'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 Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner 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 Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner 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

- (a) 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.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner 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.
- (d) 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 Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

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 Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this 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.

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

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:

1. The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
2. Full documentation of the program can be found at the Personnel office under Chapter 10 of the Personnel Manual. This program is described by the following statement:

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 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.

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.

3. Any bidder 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 governments program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

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

Q. TDOT TITLE VI REQUIREMENT

- (a) The Tennessee Department of Transportation requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.

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: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

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? _____

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.)

Title VI Plan-1

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.

Name of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

SPECIAL CONDITIONS

Curb and Gutter (SCS-1): Total estimate is 890 LF. 1,000 LF are included on the bid form.

The contractor is to remove and replace all damaged 6" x 30" curb and gutter at the locations noted in the bid packet on SC-2 and as marked or painted by the city, and shall match the size and dimensions of the adjoining surfaces. Any disturbed sod shall be replaced with new Bermuda sod, if existing sod cannot be reused. Asphalt repairs between the new curb and old asphalt will be performed by the City. However, the contractor shall be responsible for keeping this damage to a minimum and contractor shall saw-cut the asphalt a minimum of 4" from the edge of the curb, or as directed by engineer, to provide a straight asphalt edge for patching. All sewer and water lines running beneath the replaced section shall be marked with an engraved 4" high 'S' or 'W' on the face of curb at the appropriate location.

Driveway Gutter: Estimated quantity is 274 linear feet. Quantity on bid form is 310 LF.

If any address requires new gutter in front of the driveway apron, and the apron is in good condition, the driveway gutter may be replaced by saw-cutting the end of the driveway adjacent to the back of the curb and replacing the gutter and lip of driveway with an expansion joint between the new gutter and the old driveway apron. Any such locations will require a waiver (RL-1) from the property owner holding the City of Bartlett and the contractor harmless for replacement of the drive apron or future damage to the remaining driveway apron. The contractor shall exercise extreme caution to not damage the remaining driveway and if the contractor determines that any requested location is a poor candidate for this type of repair, contractor shall make the engineering inspector aware, so the homeowner may be notified. A photo of each driveway gutter location will be taken prior to saw-cutting and any cracks or chips caused by the removal and replacement shall be repaired by the contractor, at his/her expense according to Code Enforcement standards for caulking cracks and minor repairs. However the contractor is NOT responsible for replacing the entire apron if cracks or chips occur. All incidentals to complete this work are included in the unit price including saw-cutting, removal, installation, joint material, sod, caulk, etc. This item is paid for by the Linear Foot. If the driveway gutter can be replaced without cutting the driveway (i.e. (1) if the entire drive apron is going to be removed and replaced, or (2) if a joint between gutter and apron already exists, etc.) the drive gutter will be considered curb and gutter and paid for under that item.

Handicap Ramp (SCS-2):

The contractor is to remove and replace the entire handicap curb cut, as marked or painted by the city, and as described below, and shall match the size and dimensions of the adjoining surfaces. Contractor will be responsible for replacing all curb and gutter in front of the new ramp as part of the payment for the ramp. Curb and Gutter adjacent to a handicap ramp shall be poured separately from the ramp (cold joint) so each can be replaced in the future without damaging the other. Additional curb and gutter near the handicap ramps but outside the area in front of the ramp will be paid for as curb and gutter. All ramps shall have a detectable warning surface beginning adjacent to the back of the curb and extending 2' into the ramp. The warning surface shall match the width of the ramp. This ramp will extend 10' from the face of the curb to the back of the new ramp. The adjoining sidewalk shall be removed as shown on the detail SCS-2 and replaced to tie into the back 5' of the ramp. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-2).

Sidewalk (SCS-3):

Damaged sidewalk will be removed and replaced as marked. Sidewalk adjoining handicap ramps to the ERs are included in the price of handicap ramp as shown on the handicap ramp details. If a sidewalk block is partially damaged, the entire block of sidewalk may be replaced rather than cutting and replacing a portion of the damaged block, as directed by the City of Bartlett. 100 LF of this item is included in the contract to be used if the need arises, and may be needed to transition from the ramp to the existing sidewalk grade near the ER.

Demolition:

- a. The contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the contractor's responsibility to repair/replace in an acceptable manner.
- b. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c. The contractor shall be responsible for keeping this damage to a minimum and contractor shall saw-cut the asphalt a minimum of 4" from the edge of the curb, or as directed by engineer, to provide a straight asphalt edge for patching. Asphalt repairs between the new curb and old asphalt will be performed by the City.
- d. Disposal of all construction debris is the responsibility of the contractor.
- e. The contractor shall promptly clean up the debris created from the demolition of the existing sidewalk or curb and gutter. Any dirt placed in the street or grassed areas shall be removed and surface cleaned.
- f. Contractor shall be responsible for traffic control as per the MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- g. Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.
- h. Contractor shall maintain a minimum of one lane of traffic at all times.

Additional Special Conditions:

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Quantities of all items will be paid based on the total amounts of each item at each address, rounded to the nearest half foot/square foot.
- Concrete mix design shall be 4,000 psi, limestone with fibermesh. Contractor shall submit mix design with mix design certification reports to the City of Bartlett Engineer for review and approval.

Areas to receive Concrete Replacement - These streets are being prepared to be asphalt overlayed. The estimates listed are approximate for the entire area and are listed to give an idea of the amount of concrete needed in that area, but are not exact. Exact areas to be marked by the City of Bartlett Inspector. Work is to be completed in the order listed.

Area 1: High Plains Road, Sunny Trail Drive, Sunny Haven Road, and associated cove streets

391 LF curb and gutter

32 LF drive gutter

Area 2: Summerdale Dr, Olivia Hill Dr, Sunswept Dr, Manning Dr, Drew Valley Dr and all coves

351 LF curb and gutter

53.5 LF drive gutter

1 10' Ramp, possible sidewalk for transition

Area 3: Greystone Oaks Avenue, Jonstone Lane, Barker Woods Road, Shadow Birch Lane, and all coves

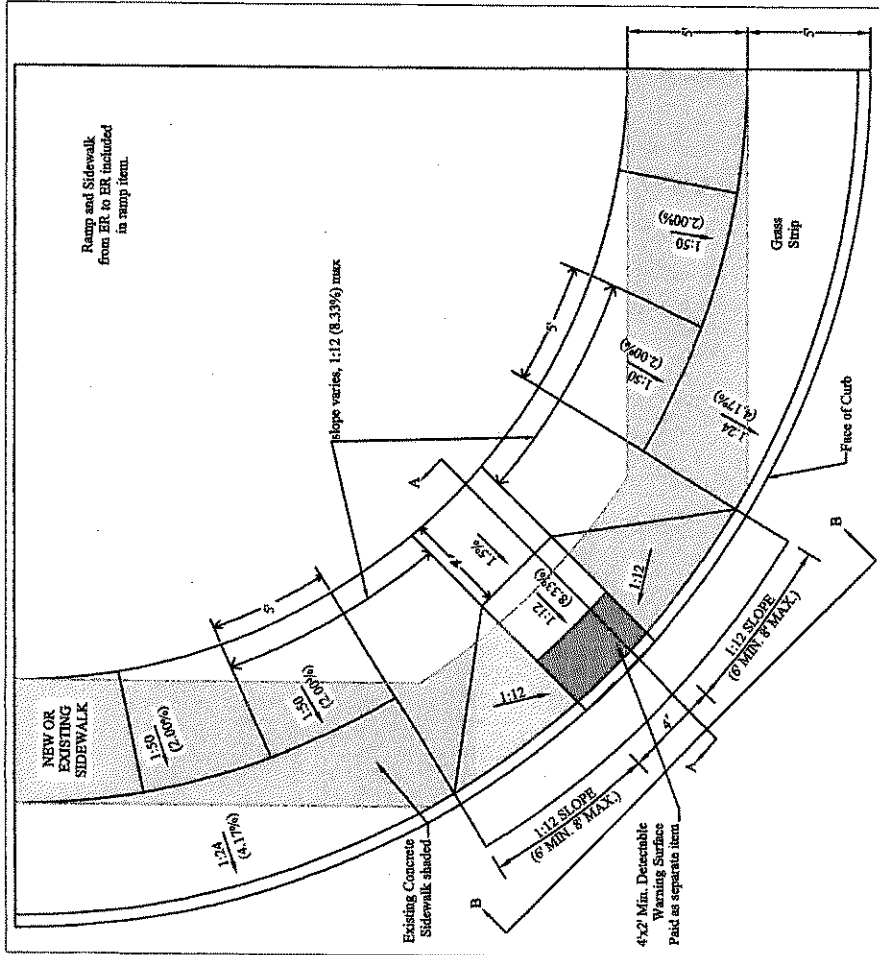
84.5 LF curb and gutter

8.5 LF drive gutter

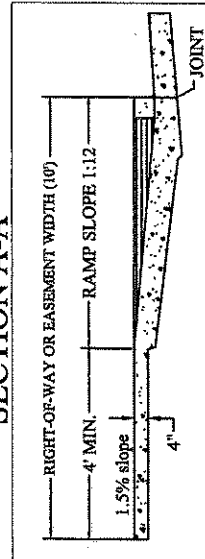
Area 4: Christoval St, Crowell St, Devine St, Lamesa Ln, Lawn Ln, and all coves

63 LF curb and gutter

180 LF drive gutter

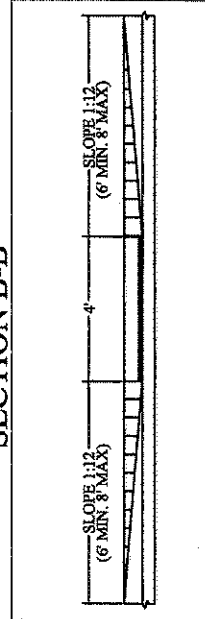


SECTION A-A



SCS-2

SECTION B-B



1:12 slope = 8.33%
1:50 slope = 2.00%

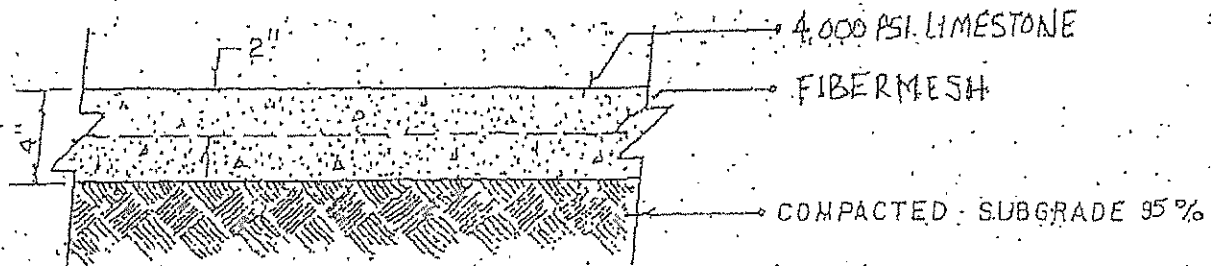
NOTES

1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fibermesh.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at at 1.5% slope to ensure that the final slope does not exceed 2.00%.
7. Through the area of the ramp, the counter slope of the gutter shall be 1:20 maximum and transitioned to match the normal gutter line profile on both sides of the ramp.
8. Surface texture of the detectable warning surface shall be truncated domes conforming to latest edition of ADA and ANSI requirements. Detectable warning surface shall be 4' wide to match the ramp width by 2' deep minimum.
9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.

REVISIONS	
Date	Remarks

City of Bartlett 10' Retrofit Handicap Ramp Detail Date: 5/8/14 Drawn by: B. Bailey	Approved <i>[Signature]</i> City of Bartlett Engineer Date <i>[Signature]</i> Code Enforcement 5-13-14 Date
---	--

SIDEWALK DETAILS

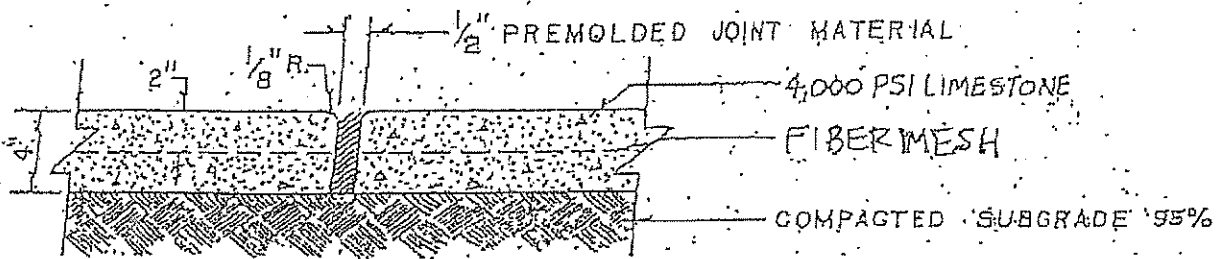


NOTE: SIDEWALK TO HAVE LIGHT BROOM FINISH UNLESS OTHERWISE SPECIFIED



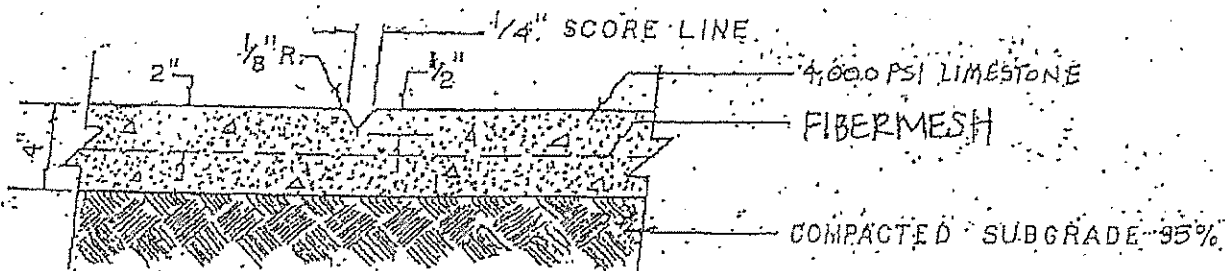
CONCRETE SIDEWALK

NOT TO SCALE



SIDEWALK EXPANSION JOINT

NOT TO SCALE



SIDEWALK SCORE JOINT

NOT TO SCALE

SCS-3

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____) S.S.
County of _____)

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

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His 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____.

BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Curb and Gutter (6-30)	1,000	LF		
2	Drive Gutter	310	LF		
3	10' Handicap Ramp	1	EA		
4	Sidewalk	100	LF		

TOTAL FOR PROJECT \$ _____

Total for Project in words _____

Contractor

Telephone Number

Authorized Representative

Date

Print Name _____

BT-1

BID SUBMITTAL FORM

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

1. Notice to Bidders – NB-1
2. Drug and Alcohol Affidavit – DAA-1
3. Bid Form – BT-1
4. Non-Collusion Affidavit of Principal Bidder – NCA - 1
5. Bid Bond – BB1 and BB-2 or other approved forms
6. Contract Monitoring – CM-1
7. Past Project References of Similar Work
8. Title VI self survey – Title VI Plan 1 and Title VI Plan 2

Note: Failure to complete or include all of these forms with the bid may be grounds for rejecting the bid as being an incomplete bid.

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 _____
(Owner)

_____ of _____ herein-after called "Owner"
(City and State)

in the penal sum of _____ 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 Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction:

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 Owner, 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 Owner from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

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

PPB-1

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

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

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

Print Name _____

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address - Zip Code

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address - Zip Code

Principal

By _____(s)

Address - Zip Code

Surety

By _____
Attorney-in-Fact

Address - Zip Code

PPB-2

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a 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.

NOTICE OF AWARD

To:

PROJECT Description: **Concrete Replacement Project Summer 2014**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 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 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 OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER 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 OWNER dated this ____ day of _____.

CITY OF BARTLETT
OWNER

Name _____

Print Name _____

Title _____

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: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

NOTICE TO PROCEED

To:

PROJECT Description: **Concrete Replacement Project Summer 2014**

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
 on or before _____ and you are to complete WORK within 90 consecutive calendar
 days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
 OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

BY _____

PRINT NAME _____

TITLE _____

NP-1

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

BIDDER NONCOLLUSION AFFIDAVIT OF PRIME

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

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

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

(Signed) _____

(Title) _____

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

_____, (Title) _____

My commission expires _____ 20____.

NCA-1

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

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 ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

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

NOW, THEREFORE,

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

BB-1

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

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

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name _____

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

BB-2

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, by and between City of Bartlett, hereinafter called "OWNER" 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: _____.
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 45 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) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by numbered _____ through _____, and dated _____, 20____.

(N) SPECIFICATIONS prepared or issued by _____ dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

6. The OWNER 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.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

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

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

(SEAL)
ATTEST:

NAME _____
Print

TITLE _____

CONTRACTOR

BY _____

PRINT NAME _____

TITLE _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged that he/she executed the foregoing instrument for the purpose contained therein as his/her own free act and deed.

Witness my hand and notary seal the _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Release of Liability on Drive Apron

I, property owner of _____ have requested that my drive gutter be removed and replaced by the City of Bartlett. I acknowledge the fact that my drive apron is in good shape but the curb and gutter needs to be replaced. I understand that the removal of the drive gutter could damage the remaining driveway apron. I promise to release the City of Bartlett and their contractor from liability for the driveway apron replacement if any cracking or chipping occurs during the saw-cutting, removal, or replacement of the end of the driveway.

The contractor will repair any cracked, chipped or broken area but will **NOT** replace the entire driveway unless specifically requested by the property owner and the property owner agrees to pay the contractor as per the contract unit price for driveway. The City of Bartlett Engineering Inspector, the concrete contractor and I have agreed that this driveway is a good candidate for this type of repair.

Address of Repair

phone (for us to contact you prior to
Scheduling work)

Homeowner Signature

date

Homeowner Signature

date

City of Bartlett Engineering Inspector

date

If agreeable, please call Bartlett Engineering at 385-6499 to let us know. Please contact us by _____ so we can schedule this work with the contractor. We will collect this form when notified.

RL-1

Attachment: summer 2014 bid book (1312 : Bid for Concrete Replacement Project Summer 2014)

Addendum #1

From: City of Bartlett 

Date: July 25, 2014

Regarding: Concrete Replacement Project Summer 2014

Description of Change/Clarification:

The Notice to Proceed (NP-1) in the bid document includes an error in the completion time. The completion time for this project will be 45 days as stated in other sections of the bid document. Attached please find a new NP-1 with the corrected completion time.

Attachment: addendum 1 (1312 : Bid for Concrete Replacement Project Summer 2014)

NOTICE TO PROCEED

To:

PROJECT Description: **Concrete Replacement Project Summer 2014**

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
 on or before _____ and you are to complete WORK within 45 consecutive calendar
 days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
 OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

BY _____

PRINT NAME _____

TITLE _____

NP-1 revised

Attachment: addendum 1 (1312 : Bid for Concrete Replacement Project Summer 2014)

Item	Description	Quantity	Unit	Barnes and Brower		Mark Weeks	
				Unit Price	Total Price	Unit Price	Total Price
1	Curb and Gutter (6-30)	1,000	LF	\$21.95	\$21,950.00	\$28.00	\$28,000.00
2	Drive Gutter	310	LF	\$19.95	\$6,184.50	\$30.00	\$9,300.00
3	10' Handicap Ramp	1	EA	\$1,800.00	\$1,800.00	\$2,250.00	\$2,250.00
4	Sidewalk	100	LF	\$27.50	\$2,750.00	\$21.00	\$2,100.00
					\$32,684.50		\$41,650.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

REVIEWED

AGENDA ITEM

Meeting: 08/12/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Rick McClanahan

HVAC replacement project for Bartlett Station Municipal Center.

The BSMC-HVAC Unit Replacement Project was advertised in *The Commercial Appeal* on June 10, 2014. Bids were opened on June 24, 2014 but only one bid was received and the decision was made to re-bid this project.

The BSMC-HVAC Unit Replacement Project was again advertised in *The Commercial Appeal* on July 3, 2014. Bids were opened on July 17, 2014 and three bids were received.

This Project was designed by Smith Seckman Reid, Inc. (SSR, Inc.) and includes the replacement of four different HVAC units located at Bartlett Station Municipal Center. The units being replaced under this contract are RTU-1, RTU-3, RTU-4 and a split system AH-1/CU-1.

The contractors that picked up Bid Documents are as follows:

Damon-Marcus Company
Martin & White
Tom Barrow Company
Service Pros, Inc.
Metro-Mechanical
Walker J. Walker

On July 14, 2014 we received three bids for the construction of the BSMC-HVAC Unit Replacement Project. The apparent low bidder, Damon-Marcus Company, submitted a Total Base Bid of **\$45,825.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee, and it concluded that Damon-Marcus Company has submitted the lowest and best bid. Therefore, we recommend the City of Bartlett award this contract to Damon-Marcus Company in the base bid amount of **\$45,825.00**, plus an additional amount of **\$4,500.00** for items that may need to be added during construction for a total not to exceed **\$50,325.00**.

Funding is available in **Account 311.48311.780.109**.

Bidder	Total Base Bid
Damon-Marcus Company	\$45,825.00
Walker J. Walker	\$55,599.00

Metro Mechanical	\$59,614.00

A copy of the bid document (plans and bid book) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review. These documents have also been attached to this MinuteTraq file.

BID TAB		Pursuant to the Invitation to Bid for...		Designer represented by:	
Page 1 of 1		HVAC UNIT REPLACEMENT BARTLETT STATION MUNICIPAL CENTER BARTLETT, TENNESSEE 5868 STAGE ROAD		Casper Briggs	
Bids opened in:	Addenda issued:	Bids and modifications must have been received here by...		Owner represented by:	
Bartlett		Thursday, July 17, 2014 @ 2pm		Wade Towles	
Target:	Contract Time:	I thus declare the bidding closed, and will now proceed to open and read the bids and modifications received.		Bid opening conducted by:	
M.A.C.C:	Liquidated Damages			Wade Towles	
Bidders of Record name, city, license number	BASE BID	Subcontractors			
Metro Mechanical	\$59,614 ⁰⁰	Plumb	RTU 1 16,920 TRANE 4wks	Plumb	
		HVAC	RTU 3 16,920	HVAC	
		Elect	RTU 4 16,790	Elect	
		Masonry	AH 1 9,244	Masonry	
Danon Marcos	\$45,825 ⁰⁰	Plumb	RTU 1 11,500 TRANE 4wks	Plumb	
		HVAC	RTU 3 11,500	HVAC	
		Elect	RTU 4 11,500	Elect	
		Masonry	AH 1 11,500	Masonry	
Walker J Walker	\$55,599 ⁰⁰	Plumb	RTU 1 12,300 TRANE 4wks	Plumb	
		HVAC	RTU 3 18,467	HVAC	
		Elect	RTU 4 14,467	Elect	
		Masonry	AH 1 14,365	Masonry	
		Plumb		Plumb	
		HVAC		HVAC	
		Elect		Elect	
		Masonry		Masonry	
		Plumb		Plumb	
		HVAC		HVAC	
		Elect		Elect	
		Masonry		Masonry	



July 21, 2014

Mrs. Wade Towles
Assistant City Engineer
6382 Stage Road
Bartlett, TN 38134

Re: HVAC Unit Replacement
Bartlett Station
Municipal Center
SSR No: 14650510

Dear Mr. Towles:

We have received the bids for the above referenced project. The bid envelopes along with the bid tab report have been reviewed and forwarded to your office.

We have contacted Damon-Marcus Company and they stated they are comfortable with their bid. We have worked with Damon-Marcus Company on previous projects and have no issues with using them. SSR recommends that the base bid of \$45,825.00 as submitted by Damon-Marcus Company be accepted and the construction contract be awarded.

Sincerely,

A handwritten signature in black ink, appearing to read "Casper Briggs".

Casper Briggs, P.E.
Mechanical Engineer

CC: Rick McClanahan

Attachment: LETTER OF BID RECOMMENDATION (1319 : BSMC--HVAC Unit Replacement project)

CITY OF BARTLETT

ROOF TOP UNIT REPLACEMENT

BARTLETT STATION MUNICIPAL CENTER

5868 STAGE RD

MEMPHIS, TN 38134

JUNE 6, 2014

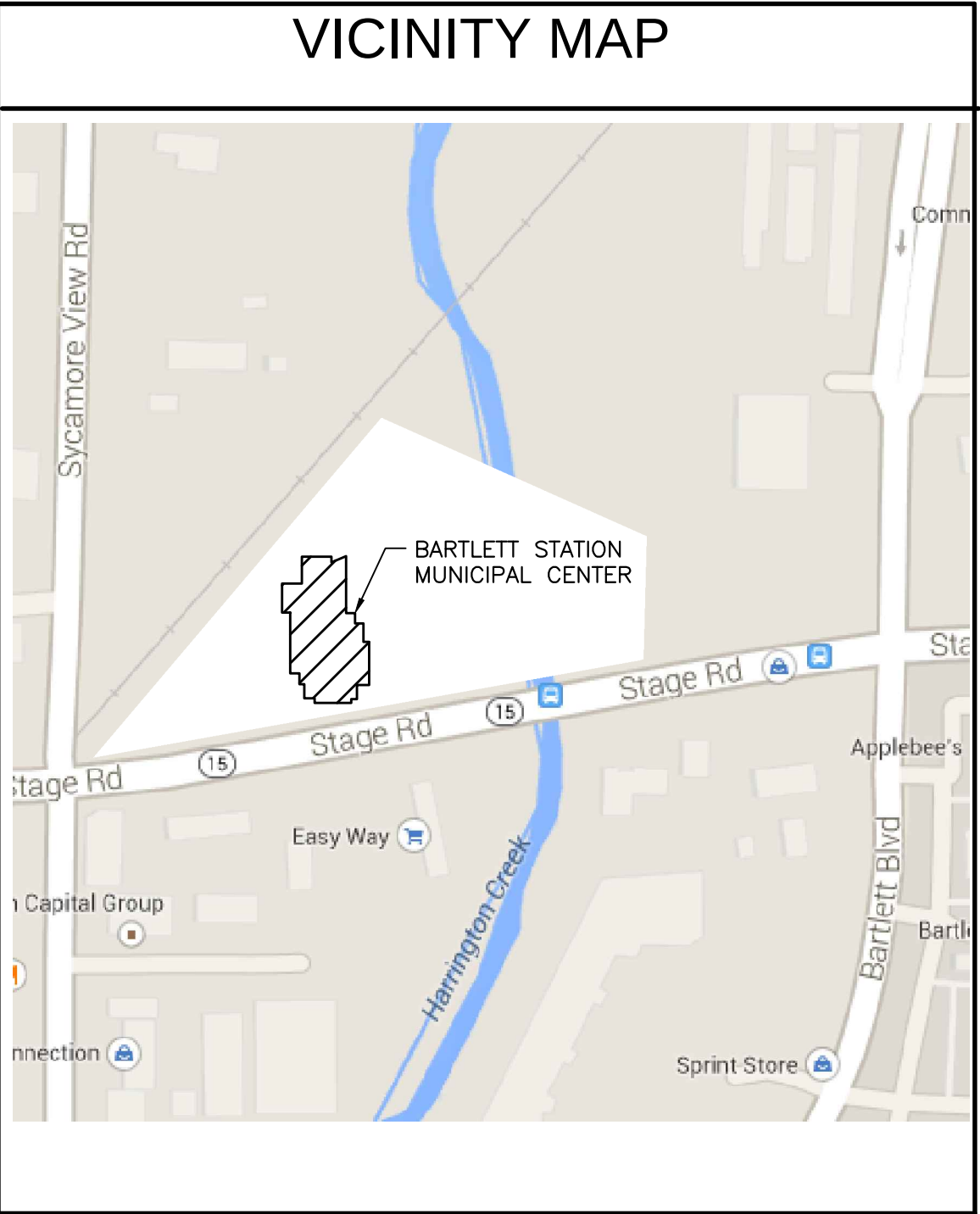
SSR

Smith
Seckman
Reid, Inc.

2650 Thousand Oaks Blvd., Suite 3200
Memphis, TN 38118
(901) 683-3900
FAX: (901) 683-3990
www.ssr-inc.com

LIST OF DRAWINGS	
SHEET NO.	SHEET TITLE
	COVER SHEET
ME0.0	MECHANICAL AND ELECTRICAL LEGEND AND GENERAL NOTES
ME1.0	MECHANICAL AND ELECTRICAL DEMOLITION PLAN
ME1.1	MECHANICAL AND ELECTRICAL PLAN

CODE REFERENCE	
<u>APPLICABLE STATE CODES</u>	
• 2006 • 2006 • 2006 • 2006 • 2008	- INTERNATIONAL BUILDING CODE - INTERNATIONAL FIRE CODE - NFPA LIFE SAFETY CODE - INTERNATIONAL ENERGY CONSERVATION CODE - NATIONAL ELECTRIC CODE
<u>APPLICABLE LOCAL CODES</u>	
• 2009 • 2006 • 2006 • 2009 • 2008	- INTERNATIONAL BUILDING CODE - INTERNATIONAL FIRE CODE - NFPA LIFE SAFETY CODE - INTERNATIONAL ENERGY CONSERVATION CODE - NATIONAL ELECTRIC CODE
<u>OCCUPANCY TYPE:</u>	
<u>CONSTRUCTION TYPE:</u>	II. B.
<u>BUILDING AREA:</u>	16,000 SQ.FT.
<u>HEIGHT:</u>	30 FT.
<u>NUMBER OF STORIES:</u>	2
<u>ZONE DISTRICT:</u>	Shelby County



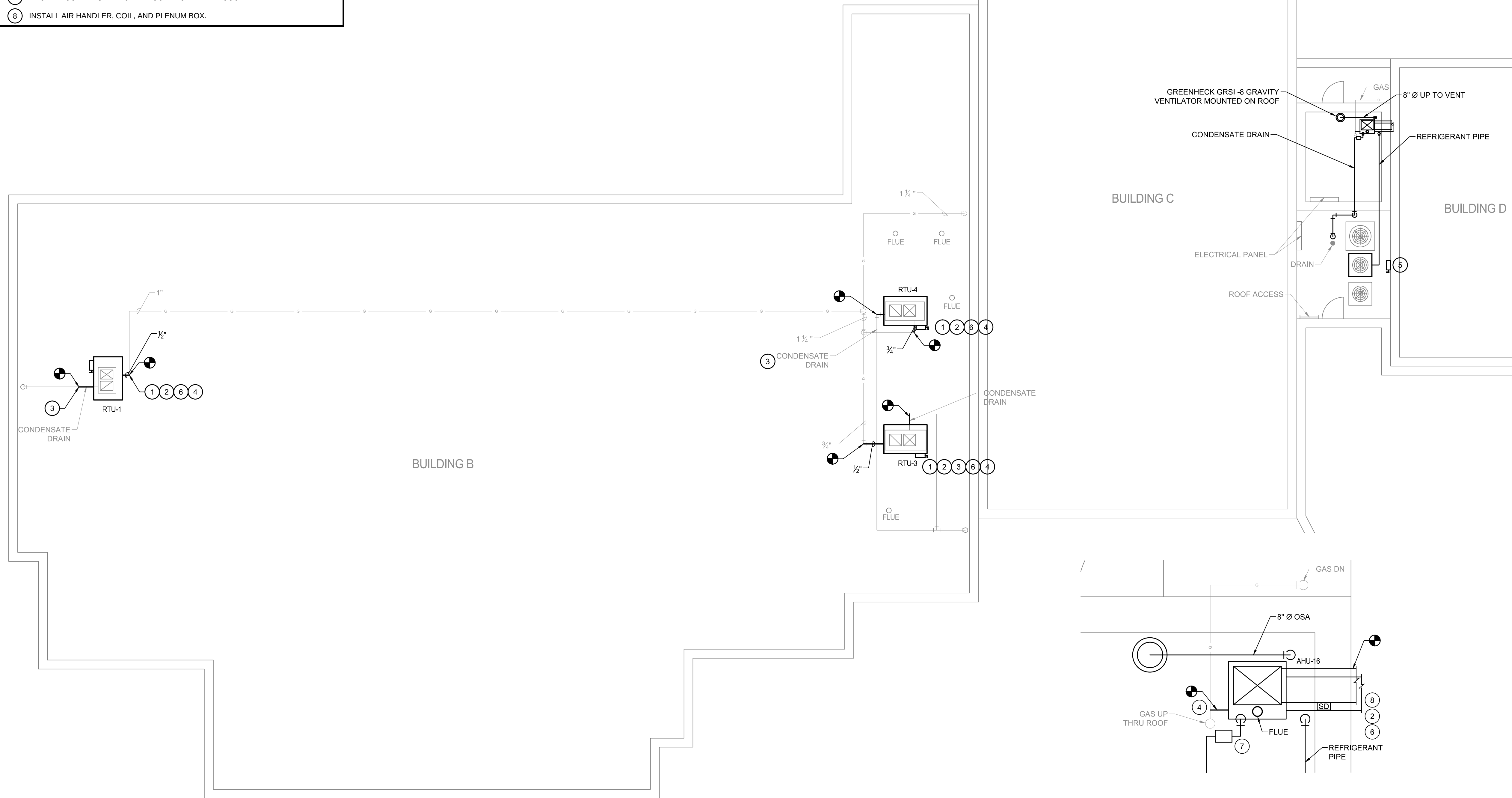
SSR Project No. 14650510

KEYED NOTES

- ① INSTALL RTU AND ROOF CURB. REPAIR FLASH AND SEAL ROOF CURB WATER TIGHT.
- ② RECONNECT SUPPLY AND RETURN DUCT WORK. INSULATE TO MATCH EXISTING.
- ③ RECONNECT CONDENSATE DRAIN.
- ④ RECONNECT GAS PIPE.
- ⑤ PROVIDE ELECTRICAL CONNECTION FROM EXISTING BRANCH CIRCUIT TO NEW UNIT. EXTEND BRANCH CIRCUIT AS REQUIRED. INSTALL DISCONNECT SWITCH FURNISHED WITH NEW UNIT.
- ⑥ RECONNECT DUCT MOUNTED SMOKE DETECTORS & CONNECT TO EXISTING FIRE ALARM SYSTEM. PROVIDE CONTROL CONNECTIONS NECESSARY FOR UNIT SHUT DOWN AS REQUIRED BY NFPA-90A.
- ⑦ PROVIDE CONDENSATE PUMP. ROUTE TO DRAIN IN COURTYARD.
- ⑧ INSTALL AIR HANDLER, COIL, AND PLENUM BOX.

RENOVATION LEGEND

SYMBOL	DESCRIPTION
—	NEW CONSTRUCTION
—	EXISTING TO REMAIN
⊕	CONNECT TO EXISTING AT THIS POINT

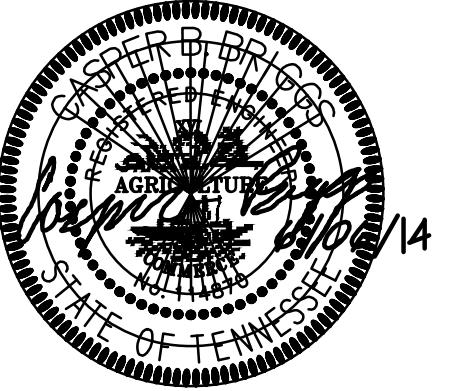


① MECHANICAL AND ELECTRICAL PLAN
1/8" = 1'-0"

② AIR HANDLER ENLARGED PLAN
1/8" = 1'-0"

SSR Smith
Seckman
Reid, Inc.

2650 Thousand Oaks Boulevard,
Suite 3200
Memphis, TN 38118
(901) 683-3900
FAX: (901) 683-3990
www.ssr-inc.com



No.	Date	Description

FACILITY NAME

**BARTLETT STATION
MUNICIPAL CENTER**

5868 STAGE RD
MEMPHIS, TN 38134

**MECHANICAL AND ELECTRICAL
PLAN**

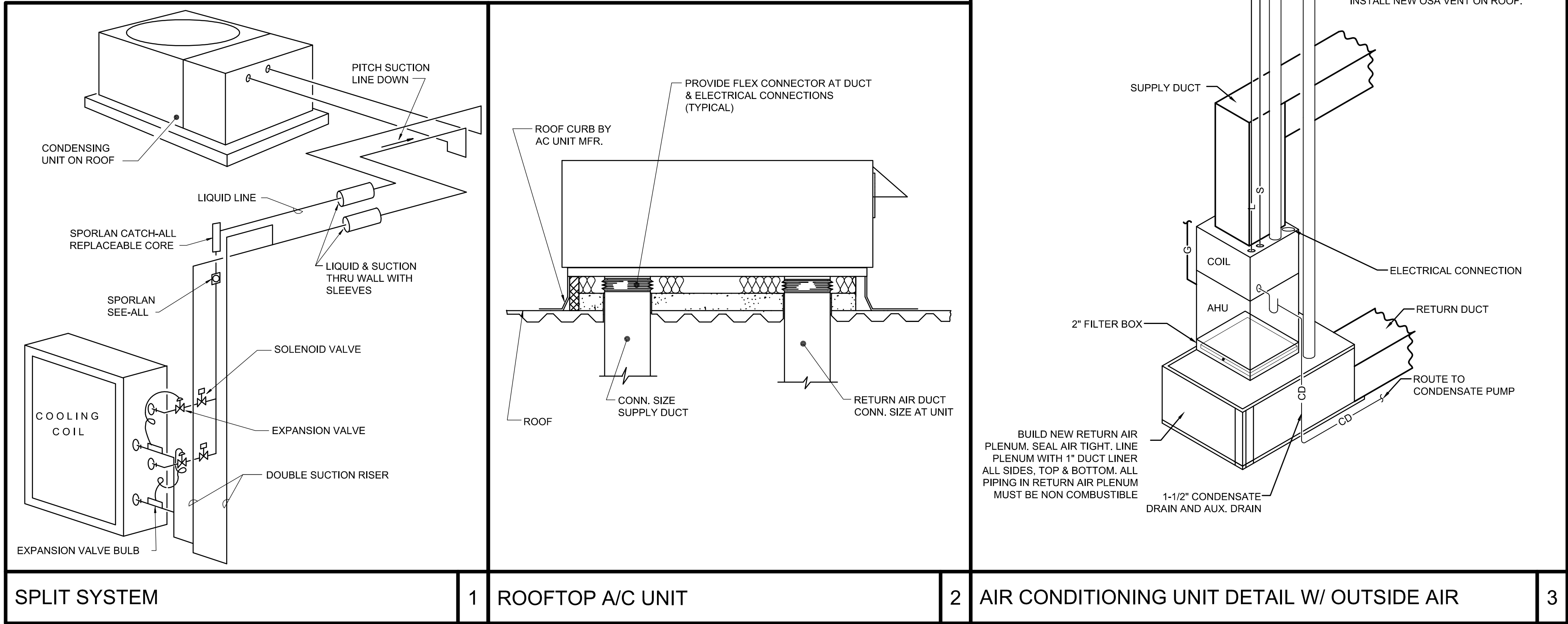
DRAWN BY: KR
DESIGNED BY: CB
CHECKED BY: CB
Q.A.Q.C. BY: CB

JOB NO.: 14650510
PHASE: CD
DATE: 06/06/2014

DRAWING NO:
ME1.1

ROOFTOP UNIT SCHEDULE																		
NOTES 1. COOLING CAPACITIES ARE BASED ON 95 DEG F AMBIENT TEMPERATURE AND HAVE NOT CONSIDERED INDOOR FAN HEAT. 2. PROVIDE 8" MIN ROOF CURB. 3. PROVIDE UNIT MOUNTED DISCONNECT. 4. PROVIDE LOW AMBIENT KIT. 5. PROVIDE 2" THROW AWAY FILTER 6. PROVIDE WITH REFERENCE ENTHALPY ECONOMIZER AND BAROMETRIC RELIEF.																		
AIR FLOW DATA				COOLING DATA				HEATING DATA			ELECTRICAL DATA							REMARKS
MARK	TOT. SUP.	OSA CFM	EXT S.P. IN W.C.	ENT AIR DB	WB	EQUIPMENT (MBH)		E.A.T.	INPUT (MBH)	OUTPUT (MBH)	EVAP FAN F.L.A.	COND. FAN. F.L.A	COMP. R.L.A.	SOURCE	UNIT MCA	UNIT MOCP	APPROX. WT (lb)	
RTU-1	1200	100	0.6	78	66.5	27.8	37.2	60	60.0	48.0	5.0	2.0	11.5	208/3/60	21.5	30	600	TRANE DOWNFLOW MODEL YSC036 OR APPROVED EQUIVALENT.
RTU-3	1600	120	0.6	78	66.5	37.3	49.4	60	80.0	64.0	5.0	2.0	14.6	208/3/60	27.4	35	700	TRANE DOWNFLOW MODEL YSC048 OR APPROVED EQUIVALENT.
RTU-4	1700	140	0.6	78	66.5	39.7	50.3	60	120.0	97.9	5.0	2.0	14.6	208/3/60	27.4	35	700	TRANE DOWNFLOW MODEL YSC048 OR APPROVED EQUIVALENT.

SPLIT SYSTEM FURNACE AND CONDENSING UNIT SCHEDULE																				
NOTES																				
1. COOLING CAPACITIES ARE BASED ON 95 DEG F AMBIENT TEMPERATURE AND HAVE NOT CONSIDERED INDOOR FAN HEAT.																				
2. SIZE AND ROUTE REFRIGERANT LINES AS PER MANUFACTURER'S RECOMMENDATIONS.																				
3. PROVIDED FUSED DISCONNECT AS REQUIRED.																				
4. PROVIDE 2" THROW AWAY FILTER																				
5. PROVIDE WITH LOW AMBIENT KIT.																				
6. PROVIDE FLUE VENT AND SIZE PER MANUFACTURER"S RECCOMENDATIONS.																				
AIR FLOW DATA				COOLING DATA				HEATING DATA			ELECTRICAL DATA								REMARKS	
MARK	TOT. SUP. CFM	OSA CFM	EXT S.P. IN W.C.	ENT AIR		EQUIPMENT (MBH)		E.A.T.	INPUT (MBH)	OUTPUT (MBH)	OUTDOOR UNIT				INDOOR UNIT					
				DB	WB	SENSIBLE	TOTAL				COND. FAN. F.L.A	COMP. R.L.A.	SOURCE	MCA	MOCP	FAN	SOURCE	MCA		MOCP
CU/AH-16	1600	100	0.6	76	65	37.4	48.4	60	80.0	64.0	0.9	13.7	208/3/60	18	30	3/4 HP	115/1/60	12.3	20	TRANE UPFLOW FURNACE MODEL TUD1C080, CONDENSING UNIT 4TTA3048 AND EVAPORATOR COIL H414TX OR APPROVED EQUIVALENT.



MECHANICAL GENERAL NOTES

1. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE PROJECT SCOPE, UTILITY CONNECTIONS, AND ALL BUILDING SERVICES.

2. MAJOR EQUIPMENT SHOWN ON THE PLANS ILLUSTRATE THE GENERAL ARRANGEMENT AND SPACE ALLOCATIONS. THE CONTRACTOR SHALL VERIFY THE SPACE REQUIREMENTS FOR EACH SYSTEM COMPONENT USING MANUFACTURER CERTIFIED SHOP DRAWINGS AND MAKE THE NECESSARY ADJUSTMENTS IN EQUIPMENT PLACEMENT AND CONNECTION IN ORDER TO ACCOMMODATE THE EXACT EQUIPMENT TO BE INSTALLED.

3. DRAWINGS ARE SCHEMATIC IN NATURE AND SHALL NOT BE SCALED. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING EXACT ROUTING OF ALL SERVICES WITH EXISTING CONDITIONS.

4. WHERE WORK IN RENOVATED AREAS AFFECTS SYSTEMS IN OTHER AREAS OF THE FACILITY, THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE OWNER. THIS WORK SHALL BE DONE TO FIT FACILITY OPERATIONAL SCHEDULE AND MINIMIZE DISRUPTION/DISCOMFORT TO OCCUPIED AREAS.

5. ADJUST AND BALANCE AIRFLOW TO INDICATE QUANTITIES.

6. CONTRACT SHALL APPLY FOR ALL PERMITS REQUIRED BY CODE.

7. PERMITS SHALL BE APPLIED FOR BY A LICENSED MECHANICAL CONTRACTOR.

8. ROOF WARRANTY SHALL NOT BE VOIDED WHILE WORKING NEAR THE ROOF OR TRANSPORTING EQUIPMENT ACROSS THE ROOF.

9. PAINT ALL NEW GAS PIPE YELLOW OR GRAY, TO MATCH EXISTING.

10. PROVIDE AND INSTALL NEW PROGRAMMABLE THERMOSTAT WITH NEW UNITS.

11. EXISTING DUCT DETECTORS TO BE REUSED. REINSTALL AND TEST DEVICES BY QUALIFIED PERSONNEL.

MECHANICAL LEGEND

⊕

■

○

⊥

▤

▥

▧

▨

—○—

SD

OSA

CONNECT TO EXISTING AT THIS POINT

DEMO TO THIS POINT

ELBOW UP

ELBOW DOWN

SUPPLY DUCT- UP

RETURN OR EXHAUST DUCT - UP

SUPPLY DUCT - DOWN

RETURN OR EXHAUST DUCT - DOWN

GAS PIPE

SMOKE DETECTOR

OUTSIDE AIR

SSR

Smith
Seckman
Reid, Inc.

2650 Thousand Oaks Boulevard,
Suite 3200
Memphis, TN 38118
(901) 683-3900
FAX: (901) 683-3990
www.ssr-inc.com

No.	Date	Description

FACILITY NAME

BARTLETT STATION
MUNICIPAL CENTER

5868 STAGE RD
MEMPHIS, TN 38134

MECHANICAL AND ELECTRICAL
LENGEND AND GENERAL NOTES

DRAWN BY: KR
DESIGNED BY: CB
CHECKED BY: CB
Q.A.Q.C. BY: CB

JOB NO.: 14650510
PHASE: CD
DATE: 06/06/2014

DRAWING NO:
ME0.0

Attachment: 2014-06-06 BSMC S&S (1319 - BSMC--HVAC Unit Replacement project)

Packet Pg. 110



2650 Thousand Oaks Boulevard,
Suite 3200
Memphis, TN 38118
(901) 683-3900
FAX: (901) 683-3990
www.ssr-inc.com



No.	Date	Description

FACILITY NAME

BARTLETT STATION
MUNICIPAL CENTER

5868 STAGE RD
MEMPHIS, TN 38134

MECHANICAL AND ELECTRICAL
DEMOLITION PLAN

DRAWN BY: KR DESIGNED BY: CB CHECKED BY: CB Q.A.Q.C. BY: CB	
JOB NO.: 14650510 PHASE: CD DATE: 06/06/2014	DRAWING NO: ME1.0

- KEYED NOTES
- 1

REMOVE RTU. DISCONNECT SUPPLY AND RETURN DUCT. DISCONNECT GAS PIPE AND CONDENSATION DRAIN.
- 2

REMOVE ROOF CURB. PATCH AND SEAL ROOF WATER TIGHT.
- 3

DISCONNECT EXISTING ELECTRICAL BRANCH CIRCUIT AND PRESERVE FOR CONNECTION TO NEW UNIT.
- 4

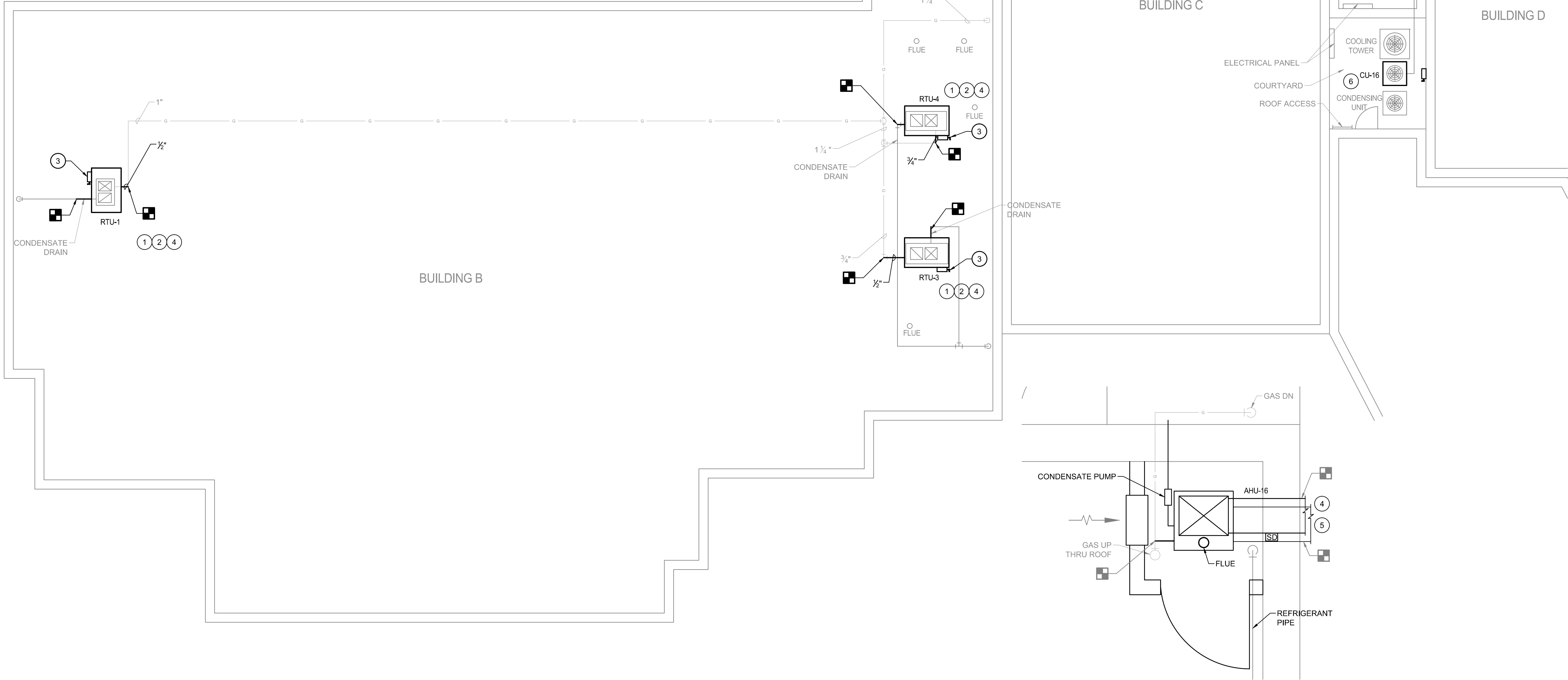
DISCONNECT EXISTING SMOKE DETECTOR FIRE ALARM WIRING AND PRESERVE FOR CONNECTION TO NEW UNIT DETECTORS.
- 5

REMOVE AIR HANDLER AND COIL. DISCONNECT SUPPLY, RETURN DUCT, GAS AND CONDENSATE DRAIN.
- 6

REMOVE CONDENSING UNIT AND REFRIGERANT LINES.
- 7

REMOVE AIR HANDLER CLOSET WALL AND DOOR. REPAIR BROKEN GYP BOARD IN STORAGE ROOM.

DEMOLITION LEGEND	
SYMBOL	DESCRIPTION
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	DEMO TO THIS POINT



01 MECHANICAL AND ELECTRICAL DEMOLITION PLAN

1/8" = 1'-0"

02 AIR HANDLER ENLARGED DEMOLITION PLAN

1/2" = 1'-0"

PROJECT MANUAL

DOCUMENTS & SPECIFICATIONS

BID DATE: ~~JUNE 24, 2014~~ July 17, 2014

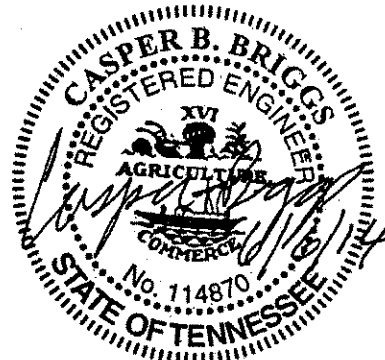
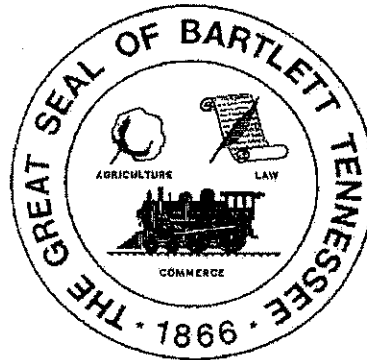
HVAC UNIT REPLACEMENT BARTLETT STATION MUNICIPAL CENTER 5868 STAGE ROAD

OWNER

CITY OF BARTLETT
6400 Stage Rd.
P.O. BOX 341148
Bartlett, TN 38134-1148

DESIGNER

SSR
2650 Thousand Oaks Blvd.,
Suite 3200
Memphis, TN 38118
901-683-3900



NOTICE TO BIDDERS

Bids are to be received no later than **2:00 PM** on **July 17, 2014**. Sealed bids are to be marked **BSMC, HVAC Unit Replacement** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
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 company or individual for any reason.* If further information is desired, please contact Mr. Wade Towles, P.E. at 901-385-6499 or by e-mail at wtowles@cityofbartlett.org

Please quote prices on attached sheet

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

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

NAME OF FIRM

Print Name _____
ADDRESS _____

TELEPHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders	NB-1
Table of Contents	TC-1 to TC-2
Instruction to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-8
Contract Monitoring	CM-1
Special Conditions	SC-1
Affidavit of Equivalent Drug Testing Program.....	DAA-1
Bid Tabulation	BT-1
Bid Submittal Forms	BSF-1
Performance - Payment Bond	PPB-1 to PPB-3
Notice of Award	NA-1
Notice to Proceed	NP-1
Non Collusion Affidavit of Prime Bidder	NCA-1
Bid Bond	BB-1 to BB-2
Agreement	A-1 to A-3
Summary of Work	Section 011000 – 1-2
Modification Procedures	Section 012600 – 1
Submittals	Section 013300 – 1-4
Product Options and Substitutions	Section 016225 – 1-2
Substitution Request Form	Section 016232 – 1-2

Cleaning	Section 017000 - 1
Closeout Procedures	Section 017700 – 1-2
Operation and Maintenance Data	Section 017823 - 1
Project Record Documents	Section 017839 – 1-2
Selective Demolition	Section 024119 – 1-3
Testing, Adjusting, and Balancing For HVAC	Section 230593 – 1-3
Duct Insulation	Section 230713 – 1-5
Facility Natural-Gas Piping	Section 231123 – 1-2
Metal Ductwork	Section 233113 – 1-3
Packaged Roof Top Units	Section 237413 – 1-6
Split System Air Conditioners	Section 238126 – 1-4
Common Work Results For Electrical	Section 260500 – 1-4

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The purpose of this project is to replace three existing rooftop units and one split system at BSMC, 5868 Stage Road, and work will include the removal of the existing unit and the installation of the new HVAC units in a fully operational manner and with a water tight installation.

Note, these units control an occupied building and the removal/installation shall be done in an expeditious manner.

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 Owner 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

Alternate or optional bids are not accepted.

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 interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

- c. The Owner 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, it will be awarded by the Owner 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 are to be submitted in sealed envelopes marked on the outside:

License Name of Project
 Date of Bid Opening
 Name of Contractor/Company
 Tennessee License Number if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 (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 **Owner**. 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 Owner 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.

6. **COLLUSIVE AGREEMENTS**

Each Bidder submitting a Bid to the Owner 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 Owner 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.

Documents, his organization and equipment available for the work contemplated, and, when specifically requested the Owner, a detailed financial statement. The Owner shall have the right to take such steps as is deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner 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 Owner 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 prorated 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 the advertised hour of opening will be securely kept sealed. The officer 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 Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularity 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 Owner, 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 Owner 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 portions of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

GENERAL CONDITIONS:

A. INSURANCE

- A.1 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, 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 very 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 (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the Work included in this Contract.
- A.2 In addition to the indemnification provided in paragraph 1A.1, the Contractor, upon award of the Contract, shall provide at his own cost and expense the following insurance to the City of Bartlett in 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. Each certificate or policy shall require and state in writing that, "thirty days (30) prior to cancellation or material change in the policies, notice thereof shall be given to the City of Bartlett 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 Contract or may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workmen's Compensation

The Contractor shall maintain in force Workmen'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 REQUIRES OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Owner's Protective Liability Insurance

1. Insurance is to be taken out in the name of the City as named insured.
2. Owner's Protective Liability: Bodily Injury, including death, with MINIMUM LIMITS of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage MINIMUM LIMITS of \$500,000.00 each occurrence and \$500,000.00 Aggregate.
3. Disposition: Certificate of Insurance must be sent to the City of Bartlett prior to the commencement of work.

A.5 Comprehensive Automobile Liability Insurance

Insurance is to be taken out in the name of the Contractor as named insured and City as an additional insure, covering owned, hired and non-owned vehicles with MINIMUM LIMITS OF:

Bodily Injury and Property Damage \$1,000,000.00 Each Accident – Combined Single Limit.

A.6 Contractor's General Liability Insurance

1. Insurance is to be taken out in the name of the Contractor as named insured. With MINIMUM LIMITS OF:

Bodily Injury (including death) and Property Damage \$500,000.00 each occurrence and \$1,000,000.00 Aggregate – Combined Single Limits.

2. Coverage's to be included: Independent Contractors; Products and Completed Operations: Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

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, and
- d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

D.1 Submittals for the new HVAC units shall be received within ten (10) days after Notice to Proceed is issued and all construction is to be completed within ten (10) days after the delivery time of the new HVAC units as specified in your bid on BT-1.

D.2 Time is critical as the building is occupied.

D.3 A penalty of \$200.00 per day shall be assessed the Contractor if the new HVAC unit is not installed and fully operational within the completion date as specified on page NP-1, Notice to Proceed, allowing for the submittals to be received and reviewed and approved.

E. PERFORMANCE BOND

E.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 Owner an Agreement on the form included in the Contract documents in such number of copies as the Owner may require.

- E.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.
- E.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 Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner 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 Owner for a refund.

F. INSPECTION AND TESTING OF MATERIALS

- F.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 Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- F.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.

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- G.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, 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".

- G.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, 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 Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- G.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner for current periodical estimates.
- G.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 Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; **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;
- G.5 (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 Owner, acts of another Contractor in the performance of a contract with the Owner, 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 Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, 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.

H. PAYMENTS TO CONTRACTOR

- H.1 Not later than the 20th day of each calendar month the Owner 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 Owner shall retain ten percent (10%) 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.
- H.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- H.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, 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 Owner to require the fulfillment of all of the terms of the contract.
- H.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, arterial men, 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 Owner'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 Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner 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 Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

I. PAYMENTS BY CONTRACTOR

- I.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.

J. SUBCONTRACTING

- (a) 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.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner 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.
- (d) 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 Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

K. FINAL ACCEPTANCE AND WARRANTY PERIOD

- K.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this 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.

L. Utilities

- L.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.

M. DRUG PROGRAM

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:

1. The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
2. Full documentation of the program can be found at the Personnel office under Chapter

10 of the Personnel Manual. This program is described by the following statement:

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 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.

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.

3. Any bidder 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 governments program. See attached affidavit.

N. FIELD PLANS AND SPECIFICATIONS

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

O. TDOT TITLE VI REQUIREMENT

- (a) The Tennessee Department of Transportation requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.

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: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

THIS PAGE INTENTIONALLY LEFT BLANK

SPECIAL CONDITIONS

All work done must be in accordance with the City of Bartlett Technical Specifications.

1. The Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Codes Enforcement, located at 6382 Stage Road. The permits will be issued at **NO** costs.
2. The existing roof top and split sytem HVAC units shall be the property of the city of Bartlett. The Contractor shall properly disconnect the existing HVAC units and then load them onto a trailer provided by the City of Bartlett. Please coordinate this with Mr. Don Werling, phone 901-734-8004.
3. The Contractor shall contact Mr. Don Werling; phone 901-734-8004 to schedule a visit to the site.
4. The removal and the installation of the HVAC units shall be coordinated with Cynthia Black, Facility Manager of BSMC, phone 901-380-4771 and with Mr. Don Werling, phone 901-734-8004.
5. The Contractor shall be responsible for any and all costs associated with any roof damage caused by the removal or the installation of the units.
6. The Contractor shall be responsible for providing the Roof Curbs as part of the price for this project. This item will not be paid for as a separate item and must be included in the base bid price.
7. The first unit to be removed and replaced shall be AHU-16/CU-16.
8. Then roof top units shall be installed in the following order: RTU-1, RTU-3, then RTU-2.

THIS PAGE INTENTIONALLY LEFT BLANK

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)
S.S.
County of _____)

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

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His 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____.

THIS PAGE INTENTIONALLY LEFT BLANK

BID TABULATION

Acknowledge the Bidder has received the following addenda: Addendum No. ____ Date _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
1.	Replacement of RTU-1	1	LS	\$ _____
2.	Replacement of RTU-3	1	LS	\$ _____
3.	Replacement of RTU-4	1	LS	\$ _____
4.	Replacement of AH-16/CU-16	1	LS	\$ _____

Complete the Work of this project for the lump sum of:

BASE BID: \$ _____

Bid Amount in words (Lump Sum)

Contractor

Telephone Number

Authorized Representative

Date

Print Name _____

HVAC Units Proposed RTU-1, RTU-2 and RTU-3 – Name and Model Number

Delivery Time after Approval of Submittals RTU-1, RTU-2 and RTU-3

HVAC Units Proposed AH-16/CU-16 – Name and Model Number

Delivery Time after Approval of Submittals AH-16/CU-16

BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit---DAA-1
3. Bid Form—BT-1
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
6. Past Project References of Similar Work
7. Contract Monitoring –CM-1

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

THIS PAGE INTENTIONALLY LEFT BLANK

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 _____
(Owner)

_____ of _____ herein-after called "Owner"
(City and State)

in the penal sum of _____ 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 Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction:

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 Owner, 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 Owner from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Print Name _____

ATTEST:

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

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a 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.

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE OF AWARD

To:

PROJECT Description:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 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 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 OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER 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 OWNER dated this ____ day of _____.

CITY OF BARTLETT
OWNER

Name _____

Print Name _____

Title _____

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: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

THIS PAGE INTENTIONALLY LEFT BLANK

NOTICE TO PROCEED

To:

PROJECT Description:

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

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

BY _____

PRINT NAME _____

TITLE _____

THIS PAGE INTENTIONALLY LEFT BLANK

BIDDER NONCOLLUSION AFFIDAVIT OF PRIME

State of _____)
County of _____) S.S.

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

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

(Signed) _____

(Title)

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

(Title) _____

My commission expires _____ 20____.

THIS PAGE INTENTIONALLY LEFT BLANK

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 ourselves, successors and assigns.

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.

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.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, by and between City of Bartlett, hereinafter called "OWNER" 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: _____.
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 ____ 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) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by numbered _____ through _____, and dated _____, 20____.

(N) SPECIFICATIONS prepared or issued by _____ dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

6. The OWNER 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.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

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

**CITY OF BARTLETT
OWNER**

BY _____

PRINT NAME _____

TITLE _____

(SEAL)
ATTEST:

NAME _____
Print

TITLE _____

CONTRACTOR

BY _____

PRINT NAME _____

TITLE _____

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, in and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged that he/she executed the foregoing instrument for the purpose contained therein as his/her own free act and deed.

Witness my hand and notary seal the ____ day of _____, 20__.

Notary Public

My Commission expires: _____

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 011000 SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Section, apply to this Section.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

Work of this Contract consists of the following:

- A. Demolition to include removal of 3 rooftop unit on roof and related mechanical, electrical, and plumbing.
- B. Demolition to include removal of 1 split system and related mechanical, electrical, and plumbing.
- C. Install 3 new rooftop unit with related controls, mechanical, electrical, and plumbing.
- D. Install 1 new split system with related controls, mechanical, electrical, and plumbing.
- E. Demolish split system refrigerant line and install new refrigerant line above ground.
- F. Load demolished units onto owner's trailer at time of demolition.

1.03 CONTRACT METHOD

- A. Construct work under a single lump sum contract.

1.04 WORK SEQUENCE

- A. Schedule the work to occur within 2 weeks of equipment delivery from manufacture to contractor.
- B. Work so that down-time will be for a maximum of 2 weeks.
- C. Contractor will coordinate work schedule with owner prior to equipment shutdowns to limit disruption to the owner.
- D. Contractor will be responsible for securing the building for entrance. Coordinate with the City of Bartlett.

1.05 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work, storage and access to allow:
 - 1. Owner occupancy of designated areas in coordination with the contractor.
 - 2. Staging area for storage and parking as identified by the owner.

- B.** Assume full responsibility for protection and safekeeping of products under this Contract.

1.06 CONTRACTOR RESPONSIBILITIES:

- A.** Designate submittals and delivery date for each product.
- B.** Review shop drawings, product data, samples, and other submittals. Submit to the Designer with notification of any observed discrepancies or problems anticipated due to non-conformance with Contract Documents.
- C.** Receive and unload products at site.
- D.** Handle products at site, including uncrating and storage.
- E.** Protect products from damage and from exposure to elements.
- F.** Assemble, install, connect, adjust, and finish products.
- G.** Provide installation inspections required by public authorities.
- H.** Contractor shall obtain and pay for all required permits and licenses.
- I.** Repair and replace items damaged by the contractor or his operations.
- J.** Coordinate disposal of materials and equipment with the owner. Provide salvaged materials and equipment to the owner. If the owner refuses the materials then the contractor is responsible for disposal of these materials.
- K.** Owner request to keep demolished rooftop unit equipment.
- L.** Contractor will be responsible for securing the building for entrance. Coordinate with the City of Bartlett
- M.** Provide Freeze protect for work occurring during heating months.
- N.** All Materials must be received by contractor before starting work.
- O.** Installer to insure gas, electrical, drain pipe clear all service panels and doors.

1.07 LOCATION OF PROJECT

- A.** Bartlett Station Municipal Center
5868 Stage Rd
Bartlett, TN 38134

END OF SECTION

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

SECTION 012600 MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUPPORTING DOCUMENTATION for PROPOSALS or CLAIMS

- A. Propose changes to Work in writing, specifically describing proposed change, or briefly describing the proposed change with specific reference to a completely descriptive attachment.

- B. Propose changes in Contract Sum in writing, stating briefly the reason for change, and summarizing material, equipment, labor, overhead, and profit factors for Contractor, Subcontractors, and Sub-subcontractors. Unless waived by Owner, attach itemization of values of direct cost on form which provides same information, citing:
 - 1. Materials: units, costs, quantities totals
 - 2. Equipment: hours, rates, totals
 - 3. Labor: hours, rates, totals

- C. Propose changes in Contract Time in writing:
 - 1. Fully describe the reasons for the change and effect of the change on the construction schedule, and attach a revised Progress Schedule.
 - 2. For a change based on weather-related delay, provide and attach weather data from National Oceanic and Atmospheric Administration (NOAA) as an impartial basis for determining justifiable extensions, or daily work logs which describe actual local weather conditions and impact, subject to approval by Designer. Provide and attach NOAA comparative data on normals, means, and extremes if not already provided in Project Manual.

1.02 FORM for CHANGE ORDERS and CONSTRUCTION CHANGE DIRECTIVES

- A. Complete description of change in Work shall be included in the body of the form or in referenced attachment. Change in Contract Sum and Contract Time shall be expressed in the body of the form.

1.03 SIGNATURES:

- A. Form shall be signed by authorized representatives of each of the entities required by Conditions of the Contract.

- B. Proposed Change Orders will be prepared by Owner or Designer and normally signed by both before being issued to Contractor. Contractor shall sign acceptable proposed Change Orders, or refuse to sign if in disagreement, then shall retain one (1) counterpart and return other counterparts to Designer.

END OF SECTION

SECTION 013300 SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Shop Drawings.
 - 2. Product Data.
 - 3. Schedule of Values.
 - 4. Construction Progress Schedule

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for Coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring Coordination with other submittals until related submittals are received.
 - 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Designer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Designer sufficiently in advance of the Work to permit processing.

- e. Any individual submittal item shall be permitted to have one related re-submittal. Further subsequent re-submittals are considered excessive and Designer review time for these excessive items shall be paid by the Contractor on an hourly basis at a rate of \$150/hour.
- 4. The Owner's representative shall notify the Designer within seven (7) days of any concerns regarding the submittals.
- 5. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block, as well as the SBC project number.
- 6. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Designer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 - a. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.04 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Submittal: Submit 1 correctable translucent reproducible print and 3 blue-line print for the Designer's review; the reproducible print will be returned.
 - 1. One of the prints returned shall be marked-up and maintained as a "Record Document".
 - 2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.05 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing_in diagrams and templates, standard wiring diagrams and performance curves. Where

Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents have been confirmed.
- B. Submittals:** Submit 3 copies of each required submittal plus the number of copies required by the Contractor for distribution to his subcontractors and suppliers; submit 2 additional copies where required for maintenance manuals. The Designer will retain 3 copies, the remainder will be returned.
1. **Distribution:** Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.06 SCHEDULE OF VALUES

- A. The form for schedule of values shall be AIA Document G703 Continuation Sheet.
- B. Provide a single line item to account for mobilization and general administration, and fulfilling General Requirements.
- C. Account for Modifications with a line item for each, until incorporating each into the appropriate allocations for the final statement of accounting.

1.07 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit within 14 days of award of the Contract. Clearly identify the Project on the schedule.
- B. Submit with the each application for payment.
- C. A bar chart or critical path method is acceptable or other method that is approved by the Designer.
- D. Indicate:
 1. Work as initially scheduled.
 2. Actual progress through the period covered by the current application for payment. Planned progress through Substantial Completion, including extensions of time made by change order or construction change directive.

1.08 DESIGNER'S ACTION

- A.** Except for submittals for record, information or similar purposes, where action and return is required or requested, the Designer will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
 2. The Designer or his/her consultants will review the submittals once for compliance. Non-complying submittals will be returned. Re-submittals for previously submitted/non-conforming submittals will be reviewed at the Designers' standard hourly rates and that time deducted from the Contractor's Pay Request through Change Order.
- B.** Action Stamp: The Designer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Re-submittal: When submittal is marked "Amend and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Amend and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 4. Rejected: The item is rejected as not in accordance with the contract requirements, or for other justified cause. The submission shall be corrected and resubmitted. No item is to be fabricated or furnished under this stamp.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 016225 PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Designer's Action: If necessary, Designer will request additional information or documentation for evaluation within one week of receipt of a comparable product request and will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Submit As specified in Section 013300 "Submittal."

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Requests for substitutions shall be submitted to Designer on form exhibited as Section 01 62 32, or in a similar format that provides the same or more information. Substitute products shall not be ordered or installed without written approval or acceptance from Designer. Contractor assumes all risks associated with premature ordering and installation of substitute products
- B. The specifically named manufacturers, products, and systems, and descriptive characteristics used in the Contract Documents normally serve only to establish a level of quality and a performance standard. Unless specific restriction is placed upon an item in the specifications, Contractor may submit proposals for substitutions. The Owner reserves the right to disallow substitutions. Contractor assumes risks associated with possible rejection of proposals for substitution submitted during the life of the contract.
- C. Delays caused by tardiness of Contractor in preparing and forwarding submittals do not constitute an acceptable basis for consideration of substitute products. Delays due to factors that were in effect prior to project bidding do not constitute an acceptable basis for consideration of substitute products.

- D.** When making requests for substitutions, Contractor assumes the following responsibilities:
1. To have personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;
 2. To provide the same warranty for substitute that Contractor would for that specified;
 3. To provide complete cost data, and waive all claims for additional costs related to substitution which subsequently become apparent; and
 4. To coordinate installation of the accepted substitute, making such changes as may be required for Work to be complete in all respects.

END OF SECTION

SECTION 01 62 32 SUBSTITUTION REQUEST FORM

To:
Attn:
Specified Item:

Project:
Proposed Substitute:

1. The following are attached (Mark all that apply):

Complete Description
Laboratory Tests

Catalog
Spec Data
2. This substitution will have the following effects on dimensions, gauges, weights, etc.:
3. This substitution will have the following effects on wiring, piping, ductwork, etc.:
4. This substitution will have the following effects on other trades:
5. This substitution will have the following effect on construction Schedules:
6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:
7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):

the same

different (if different, explain below)
8. Information on the availability of maintenance services and replacement materials for proposed substitute(s) is provided on an attached sheet if applicable. This attachment is:

attached

not applicable

01 62 32

9. Names, addresses, and phone numbers of fabricators and suppliers for proposed substitute(s) are provided on an attached sheet if applicable. This attachment is:
attached **not applicable**
10. If the proposed substitution is accepted, it will result in:
no cost impact **a cost increase of**
a cost decrease of _____
 (If change in cost is indicated, itemization on RPA January 2007 Std 01 26 50 is attached)
11. License fees or royalties are pending on the proposed substitute.
No **Yes** (if yes, explain below)
12. The undersigned or the firm represented shall pay for additional studies, investigations, submittals, redesign, and analysis by the Designer necessitated by this substitution request.

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

Submitted by:

Date:

Sign here:

Name:

Telephone:

type or print:

for:

Name of firm:

Address:

Street

address:

and mailing

address

if different:

City, State,

and Zip Code:

Designer's Review Comments:

Accepted

Rejected

Accepted as noted

Rejected (received too late)

Rejected (submittal incomplete)

Additional comments:

For the Designer:

Date:

Signature here:

01 62 32

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

SECTION 017000 CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A.** Section includes:
 - 1. Cleaning requirements during construction operations.
 - 2. Final cleaning prior to turning the project over to the Owner

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 DAILY CLEANING

- A.** Contractor shall execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B.** Daily, during progress of work, clean site and dispose of waste materials, debris and rubbish in dumpster type rubbish container.
- C.** Schedule cleaning operation so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- D.** Place no new work on dirty surfaces.

3.2 ROUTINE CLEANING

- A.** Remove dirt mud and other foreign materials from sight exposed interiors and exterior surfaces.

3.3 FINAL CLEANING

- A.** Contractor shall perform his respective final cleanup and shall leave the work of the complete project in clean, neat condition.
- B.** Leave work areas broom clean, wiped down of construction dust and debris, and ready for owner occupancy.

END OF SECTION 017000

SECTION 017700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit operation and maintenance manuals.
 - 3. Submit closeout submittals specified in individual Sections including specific warranties.
 - 4. Submit test/adjust/balance records.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Complete final cleaning requirements, including touchup painting.
 - 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.4 FINAL COMPLETION PROCEDURES

- A.** Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment.
 2. Submit written warranties
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A.** General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

3.2 REPAIR OF THE WORK

- A.** Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B.** Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

**SECTION 017823
OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 DATA BINDERS

- A.** Provide three complete sets in durable, commercial quality, plastic covered, three ring binders. Identify project and type of data on face and side.
- B.** Provide information required by Contract Documents, including:
 - 1.** Cover sheet giving complete project title and number, Contractor's name, address, phone number, superintendent's name, and related information.
 - 2.** Table of Contents to identify material in Binders.
- C. OPERATING & MAINTENANCE DATA BINDERS**
 - 1.** Provide Product Data, including: manufacturer; model number; names, addresses, and telephone numbers of suppliers, installers, and servicers; related information for repair, renovation, or additions.
 - 2.** Provide Operating and Maintenance Data, including: instructions and schedules for proper operation, maintenance, servicing, and lubrication with manufacturer's parts list, illustrations, assembly drawings, maintenance diagrams, and list of recommended lubricants and cleaning agents; as-installed control diagrams and coordination drawings with color coded piping and wiring diagrams; valve tag charts with numbers, locations, and functions; panel board circuit directories; and, list of materials and parts furnished for Owner

END OF SECTION

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

**SECTION 017839
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A.** Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS

- A.** Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit **one** set(s) of marked-up record prints.
- B.** Record Specifications: Submit **one paper copy** Project's Specifications, including addenda and contract modifications.
- C.** Record Product Data: Submit **one paper copy** of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A.** Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as **paper copy**.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Designer's reference during normal working hours.

END OF SECTION

SECTION 024119 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A.** Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected elements.

1.3 DEFINITIONS

- A.** Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A.** Unless otherwise indicated, demolition waste becomes property of Contractor.
- B.** Rooftop unit removed during demolition to remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and coordinate delivery to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A.** Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's operations are uninterrupted.
- B.** Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- C.** Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Verify existing warranties with the owner.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Designer.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
 1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to remain Owner's property, remove demolished materials from Project site.
 1. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.

END OF SECTION

**SECTION 230593
TESTING, ADJUSTING, AND BALANCING FOR HVAC**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Balancing Constant-volume Air Systems

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.

1.4 QUALITY ASSURANCE

- A. Engage a TAB entity certified by **AABC or NEBB**.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- C. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- D. Check dampers for proper position to achieve desired airflow path.
- E. Check for airflow blockages.
- F. Check condensate drains for proper connections and functioning.

- G. Check for proper sealing of air-handling-unit components.
- H. Verify that air duct system is sealed.

3.2 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:
 - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 - 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.
 - 4. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

3.3 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Roof Top Unit Test Reports: For unit include the following:
 - 1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.

- d. Model number and unit size.
- e. Manufacturer's serial number.
- f. Unit arrangement and class.
- g. Discharge arrangement.
- h. Sheave make, size in inches (mm), and bore.
- i. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
- j. Number, make, and size of belts.
- k. Number, type, and size of filters.
- l. Motor make, and frame type and size.
- m. Horsepower and rpm.
- n. Volts, phase, and hertz.
- o. Full-load amperage and service factor.
- p. Sheave make, size in inches (mm), and bore.
- q. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).

2. Test Data (Indicated and Actual Values):

- a. Total air flow rate in cfm (L/s).
- b. Total system static pressure in inches wg (Pa).
- c. Fan rpm.
- d. Discharge static pressure in inches wg (Pa).
- e. Filter static-pressure differential in inches wg (Pa).
- f. Cooling-coil static-pressure differential in inches wg (Pa).
- g. Heating-coil static-pressure differential in inches wg (Pa).
- h. Outdoor airflow in cfm (L/s).
- i. Return airflow in cfm (L/s).
- j. Outdoor-air damper position.
- k. Return-air damper position.

3. Coil Data:

- a. Coil type.
- b. Number of rows.
- c. Fin spacing in fins per inch (mm) o.c.
- d. Make and model number.
- e. Face area in sq. ft. (sq. m).
- f. Tube size in NPS (DN).
- g. Tube and fin materials.
- h. Circuiting arrangement.
- i. Air flow rate in cfm (L/s).
- j. Average face velocity in fpm (m/s).
- k. Air pressure drop in inches wg (Pa).
- l. Outdoor-air, wet- and dry-bulb temperatures in deg F (deg C).
- m. Return-air, wet- and dry-bulb temperatures in deg F (deg C).
- n. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
- o. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).

END OF SECTION

SECTION 230713 DUCT INSULATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 - PRODUCTS

2.01 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General" and "Indoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; SoftTouch Duct Wrap.
 - b. Johns Manville; Microlite.

230713-1

DUCT INSULATION

- c. Knauf Insulation; Friendly Feel Duct Wrap.
- d. Manson Insulation Inc.; Alley Wrap.
- e. Owens Corning; SOFTR All-Service Duct Wrap.

2.02 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.Eagle Bridges - Marathon Industries; 225.
 - b. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.Mon-Eco Industries, Inc.; 22-25.
 - 2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers.

2.03 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
 - 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
 - b. Vimasco Corporation; 749.
 - 2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
 - 5. Color: White.

2.04 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.Eagle Bridges - Marathon Industries; 405.
 - b. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
 - c. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

PART 3 - EXECUTION

3.01 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.

230713-3

DUCT INSULATION

- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

3.03 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
 - 2. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 - 3. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches on center.

4. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
5. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches on center.

3.04 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, rectangular, supply-air duct insulation shall be the following:
 1. Mineral-Fiber Blanket: 2-1/3 inches thick and 0.75-lb/cu. ft. nominal density.
- B. Concealed, rectangular, return-air duct insulation shall be the following:
 1. Mineral-Fiber Blanket: 2-1/3 inches thick and 2-lb/cu. ft. nominal density.

END OF SECTION

SECTION 231123 FACILITY NATURAL-GAS PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 PROJECT CONDITIONS

- A. Do not interrupt natural-gas service without **Owner's** permission.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
Malleable-Iron Threaded Fittings: Class 150, standard pattern.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for natural-gas piping system to verify actual locations of piping connections before equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.

4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

D. Welded Joints:

1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.
2. Bevel plain ends of steel pipe.
3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.

3.3 CONNECTIONS

- A. Install piping adjacent to appliances to allow service and maintenance of appliances.
- B. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

3.4 PAINTING

- A. Paint exposed exterior metal piping
 1. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel **flat**
 - d. Color: **match existing**.
- B. Damage and Touchup: Repair marred and damaged factory-applied finishes with materials and by procedures to match original factory finish.

3.5 FIELD QUALITY CONTROL

- A. Perform pressure tests and inspections.

END OF SECTION

SECTION 233113 METAL DUCTWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.

1.3 PERFORMANCE REQUIREMENTS

- A. SMACNA Manual: Sheet Metal Tradesman shall have access on the construction sit to "HVAC Duct Construction Standards, Metal and Flexible, First Edition, 1985". Comply with applicable provisions of the SMACNA Manual and more stringent requirements of this specification.
- B. Provide galvanized duct materials which meet applicable requirements of local or state codes, whichever is most stringent.
- C. Support ductwork in accordance with applicable requirements of code and details on drawings.
- D. Emboss fittings with materials gauge, manufacturer, and type material.
- E. Sealers, liners, pre-insulated jackets and flexible ducts shall comply with a flame spread rating of 25 or less and a smoke developed rating of not over 50.

PART 2 - PRODUCTS

2.1 Material

- A. Sheetmetal ductwork, angles, bar slips, hangers, and straps: Galvanized, prime quality sheet steel.
- B. Screws: Cadmium plated.
- C. Joint Sealers: Hardcast Iron Grip 901.

2.2 PRESSURE CLASSIFICATION

- A. Ductwork where max dimensions is less than 97" shall be constructed based on applicable pressure class in accordance with SMACNA.

2.3 RECTANGULAR DUCTS AND FITTINGS

- A. Transverse Joints:
 - 1. "S" and drive construction for 1" and 2" pressure classification.
 - a. Provide duct gauge and reinforcing angles in accordance with Table 1-11
 - 2. Duct connection System: Connection system as mfg by Ductmate or Nexus shall incorporate gasketed joints, metal cleats and bolted corners. Minimum metal gauge shall be 24 gauge. Connection systems may be used for all pressure class.
 - 3. For pressure classifications above 2", use double "S" joint up to 30" and companion angle or manufacture's connection system above 30".
- B. Longitudinal Seams: Pittsburg Lock
- C. Transitions:
 - 1. Do not exceed 1" in 7" of slope for increase-in-area transitions.
 - 2. Do not exceed 1" in 4" of slope for decrease-in-area transitions. 1" in 7" is preferable.
 - 3. So not exceed 45 degrees on the entering or leaving side for angle of transitions at connections to equipment without the use of approved vanes.
- D. Duct Sealing:
 - All joints, seams and penetrations shall be sealed with duct sealer. Follow SMACNA Table 1-2, Seal Class A for all ductwork.

PART 3 - EXECUTION

3.1 INSTALLATION, APPLICATION, ERECTION

- A. Do not exceed 45 degrees for easement transition angle.
- B. Seal all transverse and longitudinal joints and seams and duct wall penetrations with approved sealer in accordance with manufacturer's directions.
- C. Counterflashing: Counterflash ductwork penetrating roof.
- D. Secure hangers to steel structure members by means of C-clamps. Vertical risers, and other duct runs where methods of support specified above are not applicable, shall be supported by angle brackets as shown in SMACNA manual.
- E. Support rectangular ducts by 1" x 1/8" galvanized band iron or 3/8" galvanized rod hangers attached to reinforcing angles and spaced same as reinforcing angles. Secure hangers to concrete beam or slab by inserts, anchor shield and bolt, toggle bolt, or expansion bolt.

- F. Attach hangers to ductwork using sheet metal screws.
- G. Space hangers approximately 8' along the duct for ducts under 60". For ducts over 60" and larger and heavier sections, such as welded duct and sound absorbers, space hangers at approximately 4' intervals.
- H. Hangers and bracing used with ductwork shall be galvanized.
- I. Provide smooth insulation finish around damper operating quadrants, splitter adjusting clamps, access doors, and similar operating devices. Provide metal collar equivalent in depth to insulation thickness.

3.2 CLEANING

- A. Clean mechanical system thoroughly to assure all foreign matter and dirt is removed.
- B. All duct work shall be cleaned to a minimum of an intermediate level as defined by SMACNA's Duct Cleanliness for New Construction Guidelines 3.1.
- C. The contractor must take appropriate precautions, during construction, to prevent unnecessary dust and debris from getting into air and water handling systems by covering equipment, controls and open-ended ducts and pipes as the installation progresses.

END OF SECTION

SECTION 237413 PACKAGED ROOF TOP UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes packaged, outdoor, central-station air-handling units (rooftop units) with the following components and accessories:
 - 1. Direct-expansion cooling.
 - 2. Gas furnace.
 - 3. Economizer outdoor- and return-air damper section.
 - 4. Integral, space temperature controls.
 - 5. Roof curbs.

1.3 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Field quality-control test reports.
- D. Warranty: Special warranty specified in this Section.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data:

1.5 QUALITY ASSURANCE

- A. Compliance:
 - 1. ARI 210/240
 - 2. ARI 270
 - 3. ASHRAE 15

4. ASHRAE 33
5. ASHRAE/IESNA 90.1.
6. NFPA 90A
7. UL 1995.
8. NFPA 70

1.6 WARRANTY

- A. Provide manufacturer's warranty form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within 5 year warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. Trane; American Standard Companies, Inc.
 2. YORK International Corporation.
 3. Carrier
 4. Approved Equal
- B. CASING
 1. Formed and insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.
 2. Exterior Casing Material: Galvanized steel with factory-painted finish, and knockouts with grommet seals for electrical and piping connections and lifting lugs.
 3. Casing Insulation and Adhesive: Comply with NFPA 90A. Thickness: 1_1/2 inch
 4. Liner materials shall have air-stream surface coated with an erosion- and temperature-resistant coating.
 5. Condensate Drain Pans a minimum of 2 inches deep.
 6. Drain Connections: Threaded nipple
 7. Pan-Top Surface Coating: Corrosion-resistant compound.

2.2 FANS

- A. Supply-Air Fans: Double width, forward curved centrifugal; with permanently lubricated, Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.
- B. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.

2.3 COILS

- A. Supply-Air Refrigerant Coil:

1. Aluminum plate fin and seamless copper tube in steel casing with brazed tube joints.

2.4 REFRIGERANT CIRCUIT COMPONENTS

- A. Compressor: Hermetic, scroll mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief, and crankcase heater.
- B. R- 410A Refrigerant

2.5 FILTER

- A. 2" Thick fiberglass throw away type in filter rack with maximum velocity of 300FPM.

2.6 GAS FURNACE

- A. Description: Factory assembled, natural gas piped, electronically controlled electric spark; Stainless steel, with single point connection.

2.7 DAMPERS

- A. Outdoor-Air Damper: Linked damper blades, for 0 to 100 percent outdoor air. Outdoor- and Return-Air Mixing Dampers: Opposed-blade galvanized-steel dampers mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.
- B. Relief Air Damper provided with gravity damper and 1"X1" mesh bird screen.

2.8 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

2.9 CONTROLS

- A. Basic Unit Controls:

1. Wall-mounted thermostat or sensor with the following features:
 - a. Heat-cool-off switch.
 - b. Fan on-auto switch.
 - c. Fan-speed switch.
 - d. **[Manual]** changeover.

- e. Adjustable deadband.
- f. **Exposed** set point.
- g. **Exposed** indication.
- h. **Degree F** indication.
- i. Unoccupied-period-override push button.
- j. Data entry and access port to input temperature set points, occupied and unoccupied periods, and output room temperature, supply-air temperature, operating mode, and status.

B. DDC Controller:

1. Controller shall have volatile-memory backup.
2. Safety Control Operation:
 - a. Smoke Detectors: Stop fan and close outdoor-air damper if smoke is detected. Provide additional contacts for alarm interface to fire alarm control panel.
 - b. Fire Alarm Control Panel Interface: Provide control interface to coordinate with operating sequence in Fire Alarm.
 - c. Low-Discharge Temperature: Stop fan and close outdoor-air damper if supply air temperature is less than 40 deg F
3. Scheduled Operation: Occupied and unoccupied periods on 365 day clock.
4. Unoccupied Period:
 - a. Heating Setback: 50 deg F
 - b. Cooling Setback: 80 deg F
5. Supply Fan Operation:
 - a. Occupied Periods: Run fan continuously.
 - b. Unoccupied Periods: Cycle fan to maintain setback temperature.
6. Refrigerant Circuit Operation:
 - a. Occupied Periods: Cycle or stage compressors to maintain discharge temperature. Cycle condenser fans to maintain maximum hot-gas pressure. Operate low-ambient control kit to maintain minimum hot-gas pressure.
 - b. Unoccupied Periods: Cycle compressors and condenser fans for heating to maintain setback temperature.
7. Gas Furnace Operation:
 - a. Occupied Periods: Stage burner to maintain room temperature.
 - b. Unoccupied Periods: Cycle burner to maintain setback temperature.
8. Economizer Outdoor-Air Damper Operation:

- a. Occupied Periods: Open to 10 percent fixed minimum intake, and maximum 100 percent of the fan capacity. Controller shall permit air-side economizer operation when outdoor air enthalpy is less than setpoint to adjust mixing dampers. During economizer cycle operation, lock out cooling.
- b. Unoccupied and Warm-up Periods: Close outdoor-air damper and open return-air damper.

C. Interface Requirements for HVAC Instrumentation and Control System:

- 1. Interface relay for scheduled operation.
- 2. Interface relay to provide indication of fault at the central workstation and diagnostic code storage.
- 3. Provide BACnet or LonWorks compatible interface for central HVAC control workstation for the following:
 - a. Adjusting set points.
 - b. Monitoring supply fan start, stop, and operation.
 - c. Inquiring data to include outdoor-air damper position, supply- and room-air temperature.
 - d. Monitoring occupied and unoccupied operations.

2.10 ACCESSORIES

- A.** Low-ambient kit using staged condenser fans for operation down to 18 deg F.

2.11 ROOF CURBS

- A.** Materials: Galvanized steel with corrosion-protection coating, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.
- B.** Any roof work adjustments shall be considered as incidental to this project and will not be paid for as separate item.

PART 3 - EXECUTION

3.1 EXAMINATION

- A.** Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.

3.2 INSTALLATION

- A.** Roof Curb: Install on roof structure level and secure. Retain paragraph below if unit is installed on field-fabricated curbs or pilings.

3.3 CONNECTIONS

- A. Install condensate drain, minimum connection size, with trap and indirect connection.
- B. Install piping adjacent to RTUs to allow service and maintenance.
 - 1. Gas Piping: Comply with applicable requirements in Section Facility Natural-Gas Piping." Connect gas piping to burner, full size of gas train inlet, and connect with union and shutoff valve with sufficient clearance for burner removal and service.
- C. Duct installation requirements are specified in other HVAC Sections. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:
 - 1. Install ducts full size of unit opening to termination at top of roof curb.
 - 2. Remove roof decking only as required for passage of ducts. Do not cut out decking under entire roof curb.
 - 3. Connect supply ducts to RTUs with flexible duct connectors.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Demonstrate unit and controls operation to owner.

3.5 MAINTENANCE SERVICE

- A. Furnish complete service and maintenance of RTU for one year from substantial completion. Include maintenance items outlines in manufacture's O&M Manual.

END OF SECTION

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

**SECTION 238126
SPLIT-SYSTEM AIR-CONDITIONERS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes split-system air-conditioning consisting of separate evaporator-fan and compressor-condenser components.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data

1.5 QUALITY ASSURANCE

- A. Compliance:
 - 1. NFPA 70
 - 2. ASHRAE 15
 - 3. ASHRAE 62.1
 - 4. ASHRAE/IESNA 90.1.

1.6 WARRANTY

- A. Provide Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within **five** year(s) from date of Substantial Completion.

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, **provide products by one of the following:**

1. Carrier Corporation; Home Comfort and HVAC Building & Industrial Systems.
2. Trane; a business of American Standard companies.
3. YORK; a Johnson Controls company.
4. Approved Equal

2.2 INDOOR UNITS (5 TONS OR LESS)

- A. Concealed Evaporator-Fan Components:

1. Chassis: Galvanized steel with flanged edges, removable panels for servicing, and insulation on back of panel.
2. Insulation: Faced, glass-fiber duct liner.
3. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 210/240.
4. Fan: Forward-curved, double-width wheel of galvanized steel; directly connected to motor.
5. Condensate Drain Pans:
 - a. Fabricated with **one** percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and to direct water toward drain connection.
 - 1) Length: Extend drain pan downstream from leaving face **to comply with ASHRAE 62.1.**
 - 2) Depth: A minimum of **2 inches (50 mm)** deep.
 - b. Single-wall, **galvanized**-steel sheet.
 - c. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on **one end** of pan.
 - 1) Minimum Connection Size: **NPS 1 (DN 25).**
 - d. Pan-Top Surface Coating: Asphaltic waterproofing compound.
6. Air Filtration Section:
 - a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.

- 3) Filter-Holding Frames: Arranged for flat orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.

b. Disposable Panel Filters:

- 1) Factory-fabricated, viscous-coated, flat-panel type.
- 2) Thickness: **1 inch (25 mm)**.
- 3) Merv according to ASHRAE 52.2: **5**.
- 4) Media: Interlaced glass fibers sprayed with nonflammable adhesive.
- 5) Frame: Galvanized steel, with metal grid on outlet side, steel rod grid on inlet side, and hinged; with pull and retaining handles.

2.3 OUTDOOR UNITS (5 TONS OR LESS)

A. Air-Cooled, Compressor-Condenser Components:

1. Casing: Steel, finished with baked enamel with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
2. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 - a. Compressor Type: Scroll.
 - b. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 210/240.
 - c. Refrigerant Charge: R-407C or R-410A.
3. Fan: Aluminum-propeller type, directly connected to motor.
4. Motor: Permanently lubricated, with integral thermal-overload protection.
5. Low Ambient Kit: Permits operation down to 45 deg F.
6. Mounting Base: Polyethylene.

2.4 ACCESSORIES

- A. Thermostat: Low voltage with subbase to control compressor and evaporator fan.
- B. Automatic-reset timer to prevent rapid cycling of compressor.
- C. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.
- D. Drain Hose: For condensate.

2.5 CAPACITIES AND CHARACTERISTICS - AS SHOWN ON DRAWINGS.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install ground-mounted, compressor-condenser components on existing concrete base

3.2 CONNECTIONS

- A. Duct Connections: Connect supply **and return** ducts to split-system air-conditioning units with flexible duct connectors.

3.3 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 238126

Attachment: BID BOOK--JULY 17, 2014 (1319 : BSMC--HVAC Unit Replacement project)

SECTION 260500 COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Basic materials and methods, along with Division 01, General Requirements, that are applicable to Division 26 sections.
- B. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 01 specification Sections apply to all Division 26 sections.

1.02 QUALITY ASSURANCE

- A. Comply with applicable local, state, and federal codes.
- B. Warrant electrical Work against faulty material or Workmanship in accordance with Division 01.
- C. Equipment and material provided under this Division shall be periodically inspected and serviced by competent mechanics. This function becomes the responsibility of the Owner's Representative when the system is accepted by the Owner's Representative. The one year material and Workmanship warranty is not intended to supplant normal inspection or service and shall not be construed to mean the Contractor shall provide free service for normal maintenance items such as periodic lubrication and adjustment due to normal use, nor to correct without charge, breakage, maladjustment, and other trouble caused by improper maintenance.
- D. Turn over electrical equipment provided under this Division to the Owner's Representative in lubricated condition. Include instructions on further lubrication in the operating manual.
- E. Upon completion of contract and progressively as work proceeds, clean-up and remove dirt, debris and scrap materials. Maintain premises neat and clean. Protect and preserve access to energized equipment at all times. Clean items with factory finishes. Touch-up minor damage to surfaces; refinish entire piece of equipment when sustained major damage. Use only factory supplied paints of matching color and formula.

1.03 REGULATORY REQUIREMENTS

- A. Perform Work specified in Division 26 in accordance with standards listed below of the latest applicable edition adopted by the authority having jurisdiction. Where these Specifications are more stringent, they shall take precedence. In case of conflict, obtain a decision from the Owner.
 - 1. NFPA 70 - 2008: National Electrical Code
 - 2. City of Bartlett, TN Electrical Code

1.04 RELATED WORK SPECIFIED UNDER OTHER DIVISIONS

- A. HVAC equipment.
- B. Field painting, except such painting as is required to maintain shop coat painting and factory finish painting
- C. Cutting and patching for electrical Work, except for errors and omissions under this Division.

1.05 SUBMITTALS

- A. Comply with provisions of Division 01.
- B. Submit product data, equipment details, capacities, and shop drawings as specified in sections of this Division.

1.06 DELIVERY AND STORAGE

- A. Insofar as possible, deliver items in manufacturer's original unopened packaging. Where this is not practical, cover items with protective materials to keep them from being damaged. Use care in loading, transporting, unloading, and storage to keep items from being damaged.
- B. Store items in a clean dry place and protect from damage. Evidence of damage from water or other contaminants will be cause for rejection.

1.07 RECORD DRAWINGS

- A. Comply with provisions of Division 01.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Equipment and materials furnished shall be listed by UL or other nationally accredited testing laboratory where available. When listing is not available for a piece of equipment, it shall be submitted in accordance with Drawings and Specifications and shall be approved by the authorities having jurisdiction.
- B. Specifications and Drawings indicate name, type and/or catalog number of materials and equipment to establish standards of quality. Submittals shall be based on the standards specified. The standards should not be construed as limiting competition.
- C. If materials and equipment other than specified herein are intended to be submitted, a letter providing a list of all the suggested alternates by section number, brand and series

or model shall be submitted to the Engineer for review and approval. Submit in accordance with Division 01 and a minimum of 14 days prior to submission of bids.

PART 3 - EXECUTION

3.01 COORDINATION

- A. Install equipment in accordance with manufacturer's recommendations. Where conflicts occur between Contract Documents and these recommendations, request a ruling before proceeding with such Work.
- B. Visit site and observe conditions under which work must be performed. No subsequent allowance will be made because of error or failure to obtain necessary information to completely estimate and perform work required by these documents.
- C. Examine Specifications and Drawings to be familiar with items which require electrical connections and coordination. Electrical Drawings are diagrammatic and shall not be scaled for exact sizes.

3.02 FEES AND PERMITS

- A. Obtain and pay for all necessary permits and inspection fees required for electrical installation.

3.03 TEMPORARY LIGHTS AND POWER

- A. Comply with provisions of Division 01.
- C. Remove temporary wiring upon completion of use.

3.04 DEMOLITION

- A. Visit the site to observe existing conditions before submitting a bid.
- B. Work in the building shall be scheduled well in advance with the Owner's Representative. Work shall be performed at such times and under such conditions as suit the convenience of the Owner's Representative. Plan the work to minimize disruption of normal operations. Notify Owner's Representative before any circuit is de-energized in occupied areas.
- C. Reconnect circuits to other panelboards when required to complete the renovation shown.
- D. Remove abandoned wire and conduit back to source. Splice and terminate in junction boxes as appropriate. Where entire circuit is to be removed, remove conduit and wire

back to existing panelboard. Where such work would not be possible without disturbing areas not being renovated, consult with the Owner prior to performing the work.

- E. Where a circuit is interrupted by removal of a device or fixture from that circuit, install wire and conduit as required to restore service to the remaining devices and fixtures on that circuit. Ensure proper grounding is maintained.
- F. Lighting fixtures, wiring devices, panelboards, equipment, conduits and conductors removed shall be transported to the Owner's designated location and offered to the Owner. If he chooses to retain these items or a part of these items, turn those chosen over to him. Items rejected by the OWNER shall be removed completely from the project site and disposed of legally by the CONTRACTOR.

3.05 CUTTING AND PATCHING

- A. Comply with provisions of Division 01
- B. Repair or replace routine damage caused by cutting in performance of Work under this Division.
- C. Correct unnecessary damage caused due to installation of electrical Work, brought about through carelessness or lack of coordination.
- D. Holes cut through floor slabs shall be core drilled with drill designed for this purpose. All openings, sleeves, and holes in slabs between floors shall be properly sealed, fire proofed and water proofed.
- E. Holes cut through walls shall be drilled or cut with tools designed for the purpose. All openings, sleeves and holes in walls that extend to underside of floor above shall be properly sealed and fire proofed.
- F. Repairs shall be performed with materials which match existing materials and be installed in accordance with appropriate sections of these Specifications.
- G. Contractor shall not be permitted to cut or modify any structural members without the written permission of the Owner.

3.06 CONTROL SYSTEMS AND INTERLOCK WIRING

- A. Provide control and interlock wiring for HVAC equipment.

END OF SECTION



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/12/14 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Easement and right-of-way acquisition for Memphis-Arlington traffic signal project.

The following is a breakdown of the funding needed to acquire Right-of-Way for the traffic signal at the intersection of Memphis-Arlington and Altruria. This is 100 percent funded with federal dollars. Please authorize us to pay these Right-of-Way expenses:

Market Data Review	\$ 2,750.00
Title Searches	\$ 650.00
Offer 1	\$ 6,930.15
Offer 2	No Cost
Offer 3	\$ 300.00
Offer 4	\$ 2,000.00

TOTAL	<u>\$12,630.15</u>
-------	--------------------

Please authorize me to expend the above listed dollars and purchase Right -of-Way and easements on this project up to \$12,630.15.

Funding to come from Account 311.48311.780.448

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM

Department: Engineering

Category: Amendment

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Amendment to Kate Hyde-64 Commercial Subdivision contract.

This is an amendment to the subdivision contract which has been executed as of August 6, 2014. A tenant in one of the new buildings has requested fire protection be added, necessitating the addition of a fire hydrant and related appurtenances and a slight increase in the contract fees and bond.

AMENDMENT 0001

This is an amendment to the City of Bartlett Commercial Subdivision Contract for the Kate Hyde- 64 Subdivision, executed on the 6th day of August, 2014 between **City of Bartlett, Shelby County, Tennessee** and **Kate Hyde-64 Partnership** (hereinafter referred to as Developer).

After contract execution, one of the occupants of the new building determined they require a fire sprinkler system, which requires an additional fire hydrant and associated appurtenances. The drawings have been revised and the increase in fees and bond are delineated on the attached Fee Schedule.

New fee amount:	\$41,326.00
Original fee amount:	<u>\$39,738.00</u>
Balance due	\$ 1,588.00

New bond amount:	\$207,640.00
Current amount	<u>\$201,415.00</u>
Additional bond required	\$ 6,225.00

Recommend this proposed amendment be approved.

XVI

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
KATE HYDE – 64 SUBDIVISION W/ AMENDMENT 0001**

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

1. Water Plant Expansion (15% of Water Main Cost @ \$38,210.00) Water Main Cost @ \$500.00	\$ 13,675.00 . \$ 934.00 .
2. a. Water System Engineering (6% of Water Main Cost @ \$38,210.00) (6% of Water Main Cost @ \$500)	\$ 5,843.00 . \$ 373.00 .
b. Subdivision and site plan review fee @ \$175.00 per lot (2 lot = \$350) or 1.5% of public improvement cost, whichever is greater. 1.5% of public Improvement cost	\$ 3,115.00 . \$ 94.00 .
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) <u>Minimum charge of \$25 per contract.</u>	\$ 25.00 .
4. Water Connection Fee @ \$2,300.00 each (2 domestic, 2 irrigation)	\$ 9,200.00 .
5. City Subdivision Inspection (3%) of Development cost or \$300.00 per lot which ever is greater 3% of development cost	\$ 6,229.00 . \$ 187.00 .
6. Cost of Water and Sewer Mains to the Subdivision	\$ -0- .
SEWER BASIN: SOUTH	
7. Sewer Connection Charge at Greater of either \$2,333.00 per acre or \$33.00 Per Front Foot	\$ 16,500.00 .

8. Drainage Control Fee for those Lots not served by	
a Drainage control fee for those lot not served by a detention basin @ \$500.00 per half acre or fraction thereof.	\$ <u>-0-</u> .
b. Drainage control fee for those lots served by a detention basin @ \$250.00 per half acre or fraction thereof.	\$ <u>1,449.00</u> .
9. City's Portion of Water Main Cost	\$ <u>-0-</u> .
SUBTOTAL	\$ <u>41,326.00</u> .
SUBTOTAL PAID IN ORIGINAL CONTRACT	\$ <u>(39,738.00)</u> .
TOTAL DUE I - Make the check in this amount.	\$ <u>1,588.00</u> .

II. Due One Year After Date of Subdivision Contract or Before First Occupancy of Building.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ <u>12,566.00</u> .
2. Street Lights (Estimated cost from MLGW)	\$ <u> </u> .
TOTAL DUE II	\$ <u>12,566.00</u> .

III. Upon Execution of Subdivision Contract and Before Construction Begins (New Bond Amount)	\$ <u>207,640.00</u> .
ORIGINAL BOND AMOUNT	\$ <u>201,415.00</u> .
Additional Bond Required	\$ <u>6,225.00</u> .

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Bartlett,
Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER

DEVELOPER: TYPED OR PRINTED

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____.

Amendment 0001

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for August 2014.

NEW BUSINESS**Site Plan****1. UPS Parcel Distribution Facility - 3101 New Brunswick Road (Wesley Wooldridge, Renaissance Group)**

INTRODUCTION: Mr. Wesley Wooldridge with the Renaissance Group is requesting approval of a revised site plan for the UPS Parcel Distribution Facility. The subject property is located at 3101 New Brunswick Road within the "I-P" Planned Industrial Park zoning district.

BACKGROUND: The existing UPS Parcel Distribution Facility was built in 1989, and is located on a 32-acre parcel of land. The subject property is surrounded by residential and other industrial related developments. The existing UPS building has a small front office/customer drop off area that is open to the public. The majority of the building consists of conveyers and covered loading areas.

DISCUSSION: The specific request by the applicant is for the approval of a modular building addition, and paved driving surface expansion to the rear of the existing UPS facility. The modular building will add 1,321 square feet onto an existing 52,193 square foot building. The modular addition will be utilized as an enclosed ramp/belt loading area with several roll-up doors where trucks will back-up to load/unload packages. The proposed additional pavement will generate a driving and parking surface for the trucks to maneuver and park at each loading door.

Site Plan approved with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1310)

Meeting: 08/12/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1310

Resolution 29-14, a resolution to delete uncollectable property taxes, interest, penalties, grass charges and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee provides delinquent tax collection services for City of Bartlett property taxes under a contractual agreement; and

WHEREAS, the Trustee has determined that the property tax parcels on the attached schedules are government owned and/or out of business and should be dismissed as uncollectible. Additionally, all interest, penalties, grass charges, and associated costs are deemed uncollectible by the Trustee; and

WHEREAS, the Trustee has dismissed the Shelby County taxes, interest, penalties and associated costs on the properties listed in the schedules and recommends that Bartlett also dismiss the City of Bartlett taxes, interest, penalties, grass charges and associated costs as uncollectible.

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the outstanding City of Bartlett taxes listed on the attached schedules as well as interest, penalties, grass charges, and associated costs are dismissed.

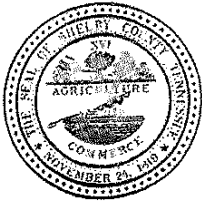
Adopted this day of August 12, 2014

W.C. (Bubba) Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk



OFFICE OF
SHELBY COUNTY TRUSTEE

DAVID C. LENOIR
COUNTY TRUSTEE

RECEIVED JUL 28 2014

July 01, 2014

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

Re: Resolution Authorization Letter

Dear Mayor:

The Shelby County Trustee has determined that attached 23 parcel(s) with tax totaling \$4,269.66 are government owned and should be dismissed as uncollectable. Additionally, all interest, penalties and associated costs should be dismissed with the tax.

Attached is a list dated 07/01/14 outlining the above mentioned parcel(s) including the tax year, tax due and the reason for dismissal. After review of the attached list please sign and return the authorization statement below. If you have any questions please call Kitricia McClellan at 432-6445.

Sincerely,

David C. Lenoir
SHELBY COUNTY TRUSTEE

AUTHORIZATION:

The City of Bartlett hereby authorizes the Shelby County Trustee to remove from the Trustee's records all Bartlett tax balances and costs due on the parcel(s) as referenced on the list dated 07/01/14.

Honorable Keith McDonald Date
Mayor, City of Bartlett

UNCOLLECTABLE TAXES FOR BARTLETT

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
9492-1	23698	B014900000915C	2011	CLARK JOHN F	4649 GERMANTOWN	243	County Owned	\$1,109.68
2014-1	23567	B0148Y0C000530	2012	NEW HOMES MEMPHIS LLC	0 TRAIL CREEK	243	County Owned	\$24.59
2014-1	23568	B0148Y0C000540	2012	NEW HOMES MEMPHIS LLC	0 TRAIL CREEK	243	County Owned	\$24.59
2014-1	23569	B0148Y0C000630	2012	NEW HOMES MEMPHIS LLC	0 ABIGAIL BLUFFS	243	County Owned	\$24.59
2014-1	23570	B0148Y0C000640	2012	NEW HOMES MEMPHIS LLC	0 ABIGAIL BLUFFS	243	County Owned	\$24.59
2014-1	23571	B0148Y0C000650	2012	NEW HOMES MEMPHIS LLC	0 ABIGAIL BLUFFS	243	County Owned	\$24.59
2014-1	23572	B0148Y0C000660	2012	NEW HOMES MEMPHIS LLC	0 ABIGAIL BLUFFS	243	County Owned	\$24.59
2014-1	23573	B0148Y0C000680	2012	NEW HOMES MEMPHIS LLC	0 ABIGAIL BLUFFS	243	County Owned	\$24.59
9480-1	18847	B0149000001790	2005	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$75.33
9485-3	19336	B0149000001790	2006	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$75.33
9485-3	19337	B0149000001790	2007	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$88.55
9486-1	337040	B0149000001790	2008	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$88.55
9488-3	20730	B0149000001790	2009	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$89.77
9492-1	23674	B0149000001790	2011	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$89.77
		B0149000001790	2012	SHELBY COUNTY TAX SALE 0903 EXH #516	0 GERMANTOWN	243	County Owned	\$89.77
9480-1	19150	B0158000001490	2005	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$266.26
9482-3	15121	B0158000001490	2006	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$266.26
9485-3	19709	B0158000001490	2007	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$313.01
9486-1	337374	B0158000001490	2008	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$313.01
9488-3	20997	B0158000001490	2009	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$308.06

W/Off
2-14

Attachment: SKMBT_28314073108520.pdf (1310 : Tax & Grass Write-offs, Res 29-14)

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
		B0158000001490	2010	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$308.06
		B0158000001490	2011	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$308.06
		B0158000001490	2012	SHELBY COUNTY TAX SALE 0903 EXH #907	8751 ELLIS	243	County Owned	\$308.06
Total Parcels			23		Total Tax:	\$4,269.66		

**UNCOLLECTABLE REALTY TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN**

FISCAL YEAR JULY 1, 2014
THRU JUNE 30, 2015

Packet Pg. 221



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1309)

Meeting: 08/12/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1309

Resolution 30-14, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2014, in an amount not to exceed \$1,041,000, and providing for the payment of said notes.

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City of Bartlett, Tennessee (the "Municipality" or the "City"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project");

WHEREAS, the Municipality estimates that the life of the Project has an economic life of greater than seven (7) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance of the State of Tennessee (the "Director of State and Local Finance");

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of

not to exceed \$1,041,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2014". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.75% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days written notice to the registered owner.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or

impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Clerk of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars (\$10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the

Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Clerk, Finance Director, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2014 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the

calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2014 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

- (a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;
- (c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;
- (d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,
- (e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$1,041,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the

Notes

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Clerk, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no

recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 12th day of August, 2014.

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

A. Keith McDonald, Mayor

Attest:

Stefanie McGee, City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on August 12, 2014; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,041,000 General Obligation Capital Outlay Notes, Series 2014, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting

were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 12th day of August, 2014.

City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2014

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF BARTLETT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, City Hall, Bartlett, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity

Date, semi-annually on _____ and _____ of each year, commencing _____, 2015, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2014" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,041,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on August 12, 2014, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Note upon fifteen (15) calendar days written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Clerk and its official seal to be impressed or imprinted hereon, all as of _____, 2014.

BOND DEBT SERVICE

CITY OF BARTLETT, TENNESSEE
\$1,041,000 CON - 7 YEARS

TENNESSEE MUNICIPAL BOND FUND
ALTERNATIVE LOAN PROGRAM

BASED ON BQ INDICATIVE RATE

PRINCIPAL PAYABLE ANNUALLY
INTEREST PAYABLE SEMIANNUALLY

Dated date: August 25, 2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/25/2014					
03/01/2015	139,000	2.190%	11,778.92	11,778.92	
09/01/2015			11,398.95	150,398.95	162,177.87
03/01/2016			9,876.90	9,876.90	
09/01/2016	142,000	2.190%	9,876.90	151,876.90	161,753.80
03/01/2017			8,322.00	8,322.00	
09/01/2017	145,000	2.190%	8,322.00	153,322.00	161,644.00
03/01/2018			6,734.25	6,734.25	
09/01/2018	149,000	2.190%	6,734.25	155,734.25	162,468.50
03/01/2019			5,102.70	5,102.70	
09/01/2019	152,000	2.190%	5,102.70	157,102.70	162,205.40
03/01/2020			3,438.30	3,438.30	
09/01/2020	155,000	2.190%	3,438.30	158,438.30	161,876.60
03/01/2021			1,741.05	1,741.05	
09/01/2021	159,000	2.190%	1,741.05	160,741.05	162,482.10
	1,041,000		93,608.27	1,134,608.27	1,134,608.27

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/12/14 07:00 PM

Department: Finance

Category: Report

Prepared By: Dick Phebus

Department Head: Dick Phebus

Report on Debt Obligation.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:						
Name:	<u>City of Bartlett, Tennessee</u>					
Address	<u>6400 Stage Road</u>					
	<u>Bartlett, TN 38134</u>					
Debt Issue Name:	<u>Revenue Anticipation Notes, Series 2014</u>					
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required						
2. Face Amount: <u>\$ 10,000,000.00</u>						
Premium/Discount:	<u>\$ 0.00</u>					
3. Interest Cost: <u>0.5700</u> %						
☐ Tax-exempt ☒ Taxable						
☐ TIC ☐ NIC ☒ Variable: Index <u>1-mo Libor</u> plus <u>42</u> basis points; or ☐ Variable: Remarketing Agent _____ ☐ Other: _____						
4. Debt Obligation:						
☒ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☐ Bond ☐ Loan Agreement ☐ Capital Lease						
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").						
5. Ratings:						
☒ Unrated Moody's _____ Standard & Poor's _____ Fitch _____						
6. Purpose:						
☐ General Government _____ % ☒ Education <u>100.00</u> % ☐ Utilities _____ % ☐ Other _____ % ☐ Refunding/Renewal _____ %	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><u>Issued to meet appropriations made for Bartlett schools</u></td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </tbody> </table>	BRIEF DESCRIPTION	<u>Issued to meet appropriations made for Bartlett schools</u>			
BRIEF DESCRIPTION						
<u>Issued to meet appropriations made for Bartlett schools</u>						
7. Security:						
☐ General Obligation ☒ General Obligation + Revenue/Tax ☐ Revenue ☐ Tax Increment Financing (TIF) ☐ Annual Appropriation (Capital Lease Only) ☐ Other (Describe): _____						
8. Type of Sale:						
☐ Competitive Public Sale ☐ Interfund Loan _____ ☒ Negotiated Sale ☐ Loan Program _____ ☐ Informal Bid						
9. Date:						
Dated Date: <u>07/23/2014</u>	Issue/Closing Date: <u>07/23/2014</u>					

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2015	\$ 10,000,000.00	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 12,500	Public Financial Management, Inc.
Legal Fees	\$ 0	
Bond Counsel	\$ 3,500	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 3,500	McGuire Woods LLP
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 19,500	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other _____		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes☐ NoIf yes to either question, date that disclosure is due Within 180 days of FY endName and title of person responsible for compliance Dick Phebus, Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 8/08/2014

and presented at public meeting held on

8/12/2014

Copy to Director to OSLF:

on 8/13/2014

either by:

☒ Mail to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR

☐ Email to:StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>A. Keith McDonald</u>	<u>Karen Neal</u>
Title	<u>Mayor</u>	<u>Member</u>
Firm		<u>Bass, Berry & Sims PLC</u>
Email	<u>kmcdonald@cityofbartlett.org</u>	<u>kneal@bassberry.com</u>
Date	<u>07/23/2014</u>	<u>07/23/2014</u>

Attachment: Bartlett 2014 GO RAN - CT Form.pdf (1317 : RAN Cost of Issuance CT-0253)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1318)

Meeting: 08/12/14 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1318

Ordinance 14-07, An ordinance to delete water and sewer rates and tap fees from the codified ordinances.

WHEREAS, the City's water and sewer tap fees and usage rates are currently contained within the Codified Ordinances, and

WHEREAS, the City's water and sewer tap fees and usage rates are amended via the annual budget ordinances, and

WHEREAS, annual budget ordinances are not included in codification, therefore, water and sewer tap fees and usage rates cannot be updated within the codified volumes, these specified fees and rates should be removed from codification and be located and maintained solely within the City's annual fiscal year budget-adoption ordinance.

NOW THEREFORE BE IT HEREBY ORDAINED that the **Board of Mayor and Aldermen** remove the following sections from the **Codified Ordinances**:

18-106 Water Rates

Water rates - Residential

	South Basin		North Basin	
	City	Rural	City	Rural
First 2,000 gal	\$4.00	\$6.00	\$4.00	\$6.00
Next 8,000 gal per 1,000 gal	\$1.24	\$1.86	\$1.24	\$1.86
Over 10,000 gal per 1,000 gal	\$1.14	\$1.71	\$1.14	\$1.71

Water rates - Commercial

	South Basin		North Basin	
	City	Rural	City	Rural
First 2,000 gal	\$7.50	\$10.75	\$7.50	\$10.75
Next 8,000 gal, per 1,000 gal	\$1.45	\$2.17	\$1.45	\$2.17
Over 10,000 gal	\$1.32	\$1.99	\$1.32	\$1.99

per 1,000 gal				
---------------	--	--	--	--

The above rates are for 3/4" meter. The following surcharges are added for meters above 3/4":

	South Basin		North Basin	
	City	Rural	City	Rural
1" meter	\$2.50	\$4.25	\$2.50	\$4.25
1 1/2" meter	\$5.00	\$7.50	\$5.00	\$7.50
2" meter	\$10.00	\$15.00	\$10.00	\$15.00

(Ord. #94-9, July 1994, as amended by Ord. #05-03, June 2005)

18-111. Water tap fee. The water tap fee for the City of Bartlett shall be one thousand five hundred dollars (\$1,500.00) per residential lot, connection or dwelling unit within the city service area. The water tap fee for commercial and industrial connections shall be two thousand three hundred dollars (\$2,300.00) per connection. (Ord. #96-07, July 1996)

18-202. Sewer tap fee. Except for Buckhead and Oliver Creek, whose sewer tap fee is two thousand dollars (\$2,000.00) per residential lot, the sewer tap fee for the City of Bartlett shall be one thousand five hundred dollars (\$1,500.00) per residential lot or dwelling unit for all residential service connections, including churches and schools per service connection, within the city service area. The service connection fee for commercial and industrial connections shall be one thousand seven hundred fifty dollars (\$1,750.00) per acre or twenty-five dollars (\$25.00) per front foot, plus cost of installation, whichever is greater. (Ord. #96-07, July 1996, modified)

18-203. Sewer rates.

	South Basin		North Basin	
Sewer rates -residential/mo.	City	Rural	City	Rural
First 2,000 gallons	\$4.27	\$6.27	\$4.27	\$6.27
Over 2,000 gal, per 1,000 gal	\$1.133	\$1.233	\$1.133	\$1.233
Maximum	\$22.00	\$27.60	\$22.00	\$1.233

	South Basin		North Basin	
Sewer rates -commercial/mo	City	Rural	City	Rural
First 2,000 gallons	\$10.27	\$15.27	\$10.27	\$15.27

Over 2,000 gal, per 1,000 gal	\$1.233	\$1.333	\$1.233	\$1.333
-------------------------------	---------	---------	---------	---------

(Ord. #05-01, March 2005)

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

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

First Reading: August 12, 2014

Second Reading: August 26, 2014

Third Reading: September 9, 2014

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk