



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 27, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Mark Reed, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, August 2 at 6 p.m.

Planning Commission, August 2 at 7 p.m.

Beer Board, August 3 at 6 p.m.

Bartlett Station Commission, August 4 at 7:30 a.m.

City Beautiful Commission, August 5 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 13, 2021 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

I Bid for Shade Structures. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Shade Systems at a total cost of \$46,610.96.
Funds are available in Account 311.48311.780.51921.

2 Bid for HVAC unit replacements at Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the sole bid from Walker J. Walker at a total cost of \$29,485.00.
Funds are available in Account 311.48311.780.51721.

3 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2022. (Rick McClanahan, Director of Engineering)

The City's current number of water system connections is 22,004, at \$1.30 per connection, the City's total is \$28,605.20. Funds are available in Account 510.51200.644.

NEW BUSINESS

- 1 Re-appoint Mike Adams to the Shelby County Solid Waste Board. (A. Keith McDonald, Mayor)**
- 2 Resolution 21-21, a resolution to write-off bad checks over three years old totaling \$2,245.00 issued to City of Bartlett. (Dick Phebus, Director of Finance)**
- 3 Resolution 22-21, a resolution authorizing the City of Bartlett to participate in the "Safety Partners" matching grant program from Public Entity Partners. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 13, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Board of Zoning Appeals, July 15 at 6:30 p.m.

Historic Preservation Commission, July 19 at 7 p.m. - meeting canceled.

Design Review Commission, July 30 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the June 22, 2021 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jul 13, 2021 6:00 PM (MINUTES ACCEPTANCE)

Minutes of the June 28, 2021 Board of Mayor and Aldermen Special Called Meeting

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

CONSENT AGENDA

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

- I Special event permit for Memphis Runner's Track Club Road Race Series. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, August 8 and Sunday, August 22 from 5:30 a.m. to 9:30 a.m. at W.J. Freeman Park.
- 2 Bid for renovation of hardwood floors at the Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the sole bid from Wagner General at a total Cost of \$32,323.00. Funds are available in Account 311.48311.780.51721.

NEW BUSINESS

- I Appoint Bob Boston to Bartlett Station Commission. (A. Keith McDonald, Mayor)**

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

Minutes Acceptance: Minutes of Jul 13, 2021 6:00 PM (MINUTES ACCEPTANCE)

2 Resolution 18-21, a resolution to adopt the Shelby County Hazard Mitigation Plan. (Rick McClanahan, Director of Engineering)

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

3 Resolution 19-21, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls in the amount of \$6,024.53. (Dick Phebus, Director of Finance)

Alderman Quinn questioned what may be legally allowed regarding seizing property with back taxes. He referred to the 42 acres in the agenda packet. Mayor McDonald stated that taxes on legacy lands can be difficult to collect and the City worked with Shelby County to collect these taxes. Mayor McDonald stated that Administration would check into the matter and have more answers later in the week.

Alderman Parsons stated that he would abstain because he owned a building on Summer Oaks, but these property taxes were under the owner listed, not the Homeowner Association.

RESULT: APPROVED [3 TO 0]
MOVER: Jack Young, Vice Mayor
SECONDER: David Parsons, Alderman
AYES: Simmons, Young, Quinn
ABSTAIN: Parsons
ABSENT: Elliott, Pleasant

4 Resolution 20-21, a resolution to amend the Fiscal Year 2021 Bartlett City Schools Education Capital Project Fund, Federal and State Special Revenue Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 6:18 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Jul 13, 2021 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/27/21 06:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for Shade Structures.

On June 25, 2021, an ad was placed in *The Daily News*. On July 9, 2021, the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Shade Systems	\$46,610.96
USA Shade	\$47,848.00
Bliss Products	\$53,300.00
Beacon	\$54,266.00
Carolina Rec & Design	\$64,606.00

We recommend the bid be awarded to Shade Systems for a total price of \$46,610.96.

Funds are available in Account 311.48311.780.51921.

Thank you for your consideration.

BID RESPONSE SHEET

FY2021-06-044 SHADE STRUCTURES

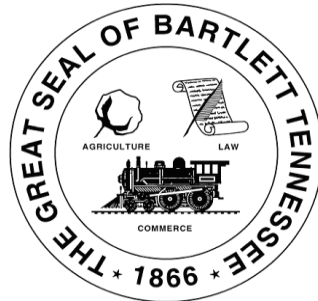
DUE 07/09/2021 AT 2:00 P.M.

COMPANY/BIDDER	BID AMOUNT	SUBS (if any)	PUBLIC ACTS	Compliance Checklist	W-9, ok, if not
Carolina Rec & Design	\$ 64,606.00		•	•	•
USA Shade	\$ 47,848.00		•	•	•
Bliss Products	\$ 53,300.00		•	•	
Beacon	\$ 54,266.00		•	•	
Shade Systems	\$ 46,610.96		•	•	
*Apparent low bid, pending review					

Attachment: Bid Response Sheet Form Shade Structures 7.9.21 (2996 : Bid for Shade Structures)

CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2021-06-044

DUE: Friday, July 9, 2021, no later than 2:00 p.m. (CST)

SHADE STRUCTURES
Parks and Recreation

ADDENDUM # 2

Issued July 7, 2021

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

Attachment: FY2021-06-044 SHADE STRUCTURES addendum 2 - 07.07.21 (2996 : Bid for Shade Structures)

SHADE STRUCTURES
Sealed Bid # FY2021-06-044
DUE: July 9, 2021
Addendum 2

CHANGE

- **ARCHITECTURE POWDER-COATING PROCESS, page 4**
Delete: Salt Spray Resistance (not required for this project).

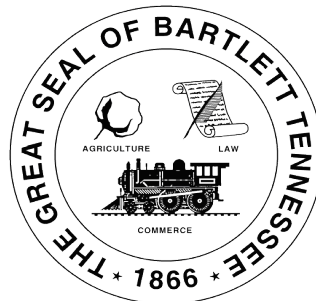
CLARIFICATION

- **FASTENING SYSTEM INSTRUCTIONAL VIDEO, page 6**
Product must be delivered complete with a video on an USB Flash Drive DVD. Video must show the City the exact procedure for removing, re-attaching canopy using an actual shade structure in the field.
NOTE: A printed instructional manual is acceptable but supplier should be available for on-site demonstration at no additional cost.

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

CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2021-06-044

DUE: Friday, July 9, 2021, no later than 2:00 p.m. (CST)

SHADE STRUCTURES
Parks and Recreation

ADDENDUM # 1

Issued July 2, 2021

The following changes shall be made a part of the Contract Documents:

Attachment: FY2021-06-044 SHADE STRUCTURES addendum 1 - 7-2-21 (2996 : Bid for Shade Structures)

SHADE STRUCTURES
Sealed Bid # FY2021-06-044
DUE: July 9, 2021
Addendum 1

CHANGES

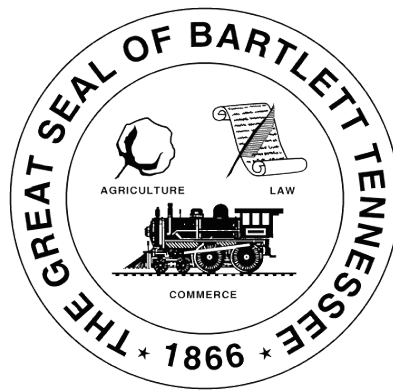
- **Intent:**
Change the T-Cantilever to **Offset** T-Cantilever or **Full Hip** Cantilever
- **General Specifications: (page 3, item #4)**
Change from 180 days to **45 days**

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

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2021-06-044

DUE: Friday, July 9, 2021, no later than 2:00 p.m. (CST)

SHADE STRUCTURES

PARKS AND RECREATION

The City of Bartlett Parks and Recreation Athletics is seeking to purchase eight (8), t-cantilevered Shade Structures to cover spectator bleachers as per the written specifications.

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Friday, July 9, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **“FY2021-06-044 “SHADE STRUCTURES”** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Paul Wright, Assistant Director, Parks and Recreation at 901-385-5590 or by email at pwright@cityofbartlett.org.

Please quote prices on attached bid sheet.

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

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

 NAME OF FIRM

 EMAIL

 ADDRESS

 PHONE

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 PRINT NAME

 DATE

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit bids for eight (8), t-cantilevered **SHADE STRUCTURES**, as per the written specifications. The awarded supplier shall deliver the equipment to Appling Softball Complex located at 3610 Appling Road, Bartlett, TN 38133.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidders must have a minimum of five (5) years experience of manufacturing the type of shade structure as described in the bid documents.
3. Bidder shall include the compliance check list, signed pricing sheet, current W-9 form (IRS Rev Oct 2018), and the notarized Public Acts 109 form (page 8). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
4. All prices are to be firm for **180** days from bid due date.
5. The City reserves the right to reject any and all bids.
6. The bid shall state the manufacturer's warranty, along with owner's manuals.
7. An Award Letter and purchase order will be issued to the successful vendor.
8. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
9. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

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

SHADE STRUCTURES
Sealed Bid: FY2021-06-044
Due Date: July 9, 2021

DETAILED SPECIFICATIONS

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

SPECIFICATIONS

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION ANSWER	COMPLIANCE		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
MATERIAL			
All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts. Fabrics used shall include UV-stabilizers and fire resistant for longevity and safety	_____	_____	_____
WELDMENTS			
All tubing members shall be factory-welded by certified welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments shall be finished with a zinc-rich galvanized coating. No field welding is required in the assembly of Shade Systems products.	_____	_____	_____
POSTS, STRUCTURAL FRAME TUBING AND HARDWARE			
All tubing shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing shall be in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and, where applicable, all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc rich coating. Support pipes shall be hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.	_____	_____	_____
ARCHITECTURE POWDER-COATING PROCESS			
All powder-coated parts shall undergo a rigorous multi-step process to ensure colorfastness and durability. All parts shall be completely sandblasted, pre-treated, and coated with coastal primer prior to powder coating. Powder-coating shall be electrostatically applied and oven-cured at 375 to 425° F. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Note: Color to be determined by the City of Bartlett	_____	_____	_____

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

**DESCRIPTION
 ANSWER**

COMPLIANCE

YES NO OFFER

STANDARD FOOTINGS

Footings shall be designed per International Building Code (IBC) for the specific structure. Columns shall be provided as standard direct embedment or pier mounted. See Fig. 1 for example.

ROOFING:

Structural frames and/or fabric sails shall be designed for the specific structure for use with a polyethylene shade fabric. Fabric shall be attached to frame or columns using an approved fastening system in conjunction with vinyl covered stainless steel cables. Cable fasteners shall be zinc-plated copper for maximum corrosion resistance.

FASTENING SYSTEM (Frame Structure):

Shade fabric shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and clamped at each end. A fastening system shall be factory installed at each roof rafter corner and shall feature a concealed mechanism which allows the attachment hook and sleeve at each rafter corner to move along a track in the rafter. Cables shall be attached to hook which is welded to the moving sleeve, distributing tension evenly over rafters and not directly onto the mechanism. Rafters shall be sealed with no penetrations on the top side to prevent any water seepage. A locking cap shall be secured at the end of each rafter with a vandal-resistant bolt. (If a special wrench is needed, it shall be provided by the manufacturer).

FASTENING SYSTEM (Sail Structure):

Shade fabric shall be delivered complete with fastening system installed. A fastening system shall consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360° swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate shall include a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Attachment must be Turn-N-Slide attachment with full enclosure. **Note:** Fabrics, cables, and brackets shall be preassembled at the factory. Cables that attach to posts with U-bolts or 'S' hooks, and do not use a stainless steel bracketing system are not acceptable. Open or slotted sleeves and/or turnbuckle canopy releases are not acceptable.

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

**DESCRIPTION
 ANSWER**

COMPLIANCE

YES NO OFFER

SHADE FABRIC:

Knitted or monofilament and tape construction high density polyethylene with Ultra-Violet (U.V.) stabilizers and fire resistant. Fabric shall provide maximum sun protection, strength and durability to ensure maintenance free long-life performance. All hems and seams shall be double row lock stitched using exterior grade UV-stabilized polyethylene GORETM TENARA® sewing thread or equal.

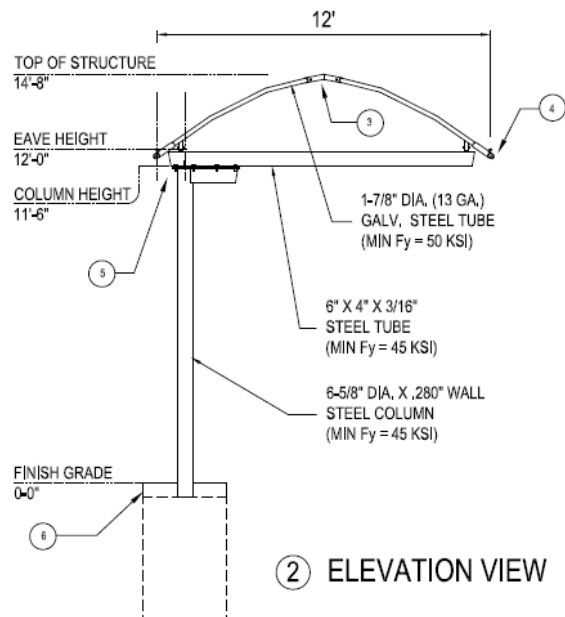
FASTENING SYSTEM INSTRUCTIONAL VIDEO:

Product must be delivered complete with a video on an USB Flash Drive DVD. Video must show the City the exact procedure for removing, re-attaching canopy using an actual shade structure in the field.

DIMENSIONS

Shade structures must of an appropriate size to adequately cover existing bleachers which are 21-feet wide, 10-feet deep, and 7-feet tall. Desired dimensions for structures is at least 25-feet wide, 12-feet deep, with at least a 12-foot entry height. See Fig.1 for example.

Fig. 1: Side view of t-cantilever, pier-mounted shade structure 12' height entry, 12' width



WARRANTY:

Manufacturer must state the warranty of product specified in the bid.

Posts, Cables and Tensioning Plates _____

Fabric and Stitching _____

SHADE STRUCTURES
Sealed Bid: FY2021-06-044
Due Date: July 9, 2021

Powder Coating _____

End of Specifications

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

SHADE STRUCTURES

Delivered price shall include all components of the shade structure including fabric, posts, fastening system and all accessories for a full installation.

NOTE: Installation NOT Included. (City of Bartlett will provide installation).

Eight (8) Each Price \$ _____ Total Delivered Price \$ _____

Time required for delivery: _____ days

Total Bid in words: _____

 NAME OF FIRM

 Email

 Authorized Representative
 (Typed or Printed)

 Telephone Number

 Authorized Representative Signature

 Date

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

SHADE STRUCTURES
 Sealed Bid: FY2021-06-044
 Due Date: July 9, 2021

PUBLIC ACTS 109

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

Attachment: FY2021-06-044 SHADE STRUCTURES bid documents (2996 : Bid for Shade Structures)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/27/21 06:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for HVAC unit replacements at Singleton Community Center.

On June 18, 2021, an ad was placed in *The Daily News*. On July 9, 2021, the City of Bartlett received one bid, which was opened at City Hall:

Walker J. Walker \$29,485.00

We recommend the bid be awarded to Walker J. Walker for a total price of \$29,485.00.

Funds are available in Account 311.48311.780.51721.

Thank you for your consideration.

BID RESPONSE SHEET

FY2021-06-043 Replacement of HVAC Units - Singleton

DUE 07/09/2021 AT 2:00 P.M.

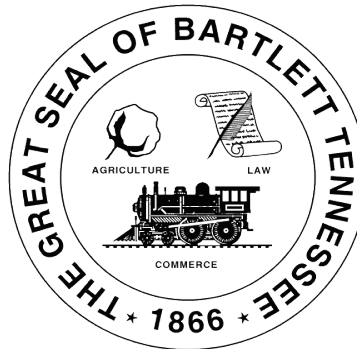
COMPANY/BIDDER	BID AMOUNT	SUBS (if any)	PUBLIC ACTS	BID BOND	ACKNOWLEDG ADDENDUMS
			if yes check	if yes check	if yes check
Walker J Walker	\$29,485.00		✓	✓	
*Apparent low bid, pending review					

Attachment: Bid Response Sheet Singleton HVAC Units 7.9.21 (2007 : Singleton Community Center HVAC

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director**



REQUEST FOR SEALED BIDS

SB # FY2021-06-043

DUE: Friday, July 9, 2021, no later than 2:00 p.m. (CST)

REPLACEMENT OF HVAC UNITS

Singleton Community Center

The City of Bartlett and Singleton Community Center is seeking bids to replace six (6) existing ground split system air handling units and heat pumps with new units, for a fully functional system in accordance to the following bid specifications.

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **July 9, 2021**. Sealed bids are to be marked **“FY2021-06-043 REPLACEMENT OF HVAC UNITS”** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or by email at dphebus@cityofbartlett.org.

Please quote prices on bid pricing sheet

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

REPLACEMENT OF HVAC UNITS
Singleton Community Center
Sealed Bid #: FY2021-06-043
Due Date: July 9, 2021

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REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Project consists of the replacement of a ground floor split system, with six (6) 1.5 ton air handling units and six (6) 1.5 ton heat pumps at the Singleton Community Center Gym located at 7266 Third Road. The work shall consist of furnishing the new units and full installation, including the necessary ductwork, electrical lines, gas lines and/or carpentry work to have functioning units as per the Special Conditions and Scope of Work specified in this bid.

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

A pre-bid conference will be held on Friday, June 25, 2021 at 10:00 a.m. (CST) to address your questions and provide additional information for this bid. It is highly recommended that all interested bidders attend this meeting. The pre-bid conference will be held at the Singleton Community Center, 7266 Third Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Debbie Christopher, dchristopher@cityofbartlett.org, to confirm your attendance. A confirmation email will be returned with additional information concerning the conference.

The Bidder should thoroughly examine and familiarize himself with the contract document and the City's technical specifications. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it, due to failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions. The City will be justified in rejecting any claim based on facts regarding which the Bidder should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

This is no alternate to this bid.

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 any Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

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- b. Bid Documents (**one original and two copies**) including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:
 - Firm:** Name
Address, including City, State and Zip Code
 - Principals:** Names and Titles
- f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**
 - Project – **FY2021-06-043 Replacement of HVAC Units**
 - Date of Bid Opening – July 9, 2021
 - Name of Contractor/Company
 - Tennessee License Number and Classification
 - Licenses Expiration Date
 - Acknowledgement of Each Addendum

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. CORRECTIONS

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

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. July 9, 2021** will be securely kept sealed. The Purchasing Authority, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

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10. OPENING OF BIDS

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

11. 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.

12. AWARD OF CONTRACT: REJECTION OF BIDS

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

13. NON-DISCRIMINATION

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. Additionally, the City provides services without regard to race, color, religion, sex, or national origin. The City of Bartlett agrees to comply with Title VI regulations.

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GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The Contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, Aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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

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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. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

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 **Seventy-five (75) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

Not Applicable

F. PERFORMANCE BOND

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

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

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

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$300.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (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.

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

N. UTILITIES

N.1 Utilities shown were located in the filed, (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, if applicable.

O. DRUG PROGRAM

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

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

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

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

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

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

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

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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name_____

Signed _____

Title _____

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

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

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

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SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

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

Signatures on next page

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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Suspension and Debarment Certification

(Signature page)

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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CONTRACT MONITORING

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

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

Company Name: _____

Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
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4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

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

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

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

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

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

 Signature of Authorized Official

 Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

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

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

SPECIAL CONDITIONS

Note: All work done must be done and inspected in accordance with the City of Bartlett requirements.

1. License - The contractor must have or obtain the appropriate Tennessee license (s) for the type of work being performed, along with Shelby County and City of Bartlett business license.
2. 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. **NOTE:** Contractor shall obtain all necessary permits prior to any work.
3. ***A pre-bid conference will be held on Friday, June 25, 2021 at 10:00 a.m. (CST) to address your questions and provide additional information for this bid. It is highly recommended that all interested bidders attend this meeting. The pre-bid conference will be held at the Singleton Community Center, 7266 Third Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Debbie Christopher, dchristopher@cityofbartlett.org, to confirm your attendance. A confirmation email will be returned with additional information concerning the conference.***
4. Use of Premises - The Contractor shall coordinate the work with Singleton Community Center Facility Manager, Kevin Rooney, at 901-385-5593. Work shall not interfere with the normal conditions and safe operation of the building.
5. Experience – HVAC contractor must have at least two (2) years previous experience in HVAC work similar to the bid requirements.
6. Supervision - Provide at least one person who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of the work, and who shall direct the execution of all the work.
7. Warranty of Work - Contractor shall state in the bid documents the standard warranty for the work, along with the manufacturer's warranty for equipment. It will be the responsibility of the Contractor to execute any warranty work that may be necessary during this period.

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

A. SCOPE OF WORK

1. All work will be performed as a “turn-key” project and quoted as one lump sum and to include HVAC units, roof curbs, ductwork and all necessary components to complete the project.
2. Work to be scheduled to occur within (2) two weeks of equipment delivery from manufacture to contractor.
3. The Contractor is responsible for the demolition of the existing units. Note: City of Bartlett will haul away the old equipment.
4. Staging area for storage and parking as designated by Singleton Manager. Contractor to be responsible for receiving, unloading, and storage of equipment as necessary for completion of the project.
5. Contractor will coordinate work schedule with Singleton Manager prior to equipment shutdowns to limit disruptions to performance or meeting schedules.
6. Contractor shall be responsible for keeping a clean work area and shall remove excess debris from site daily. **Note:** Singleton facility dumpster shall not be used for debris disposal.

A. PRODUCTS

1. Existing units are discontinued models. Replacements are to be of current models, energy efficient and to be equal or better than the existing units. Manufacturers acceptable as equal or better than are as follows:
 - a. Trane; American Standard Companies
 - b. McQuay International
 - c. Carrier International
 - d. Or other approved equal or better than

Note: Please state make and model number on the Bid Pricing Sheet and provide manufacturer’s cut sheets on all units.
2. The City of Bartlett will be responsible for any carpentry or ceiling work, if required, to accommodate the new units.
3. Contractor to provide Product Data such as manufacturer’s installations instructions, catalog cut sheets, diagrams and templates, wiring diagrams, performance curves and any other pertinent information on the products being bid.

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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4. Contractor to provide Operating and Maintenance Data Binders to include the following:
 - a. Product data with manufacturer's name; model number; names, addresses, and telephone numbers of suppliers, installers, and servicers; related information for repair, renovation, or additions.
 - b. 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

B. DEMOLITION AND INSTALLATION

1. Prior to any demolition work, Contractor to coordinate the refrigerant recovery and disposal of existing units by contacting City of Bartlett General Services Division Manager Mr. Domino Moody at 901-619-2002.
2. The refrigerant recovery will be performed by City maintenance personnel and performed according to 40 CFR 82 and regulations pertaining to such.
3. The existing units will remain the property of the City. The Contractor shall make the necessary disconnects and load the units onto a trailer provided by the City of Bartlett.
4. The Contractor shall be responsible for any and all costs associated with any damage caused by the removal or the installation of the units.
5. Contractor to set in place all units and make necessary connections to ductwork, electrical and plumbing to complete the project.
6. Thermostats shall be provided by the City of Bartlett, and Contractor installed.

C. QUALITY ASSURANCE AND WARRANTY

1. Examine all areas and conditions for compliance with applicable local, state, and federal codes along with the City's technical specifications. **Note:** Bartlett Code Inspector to sign off on all areas prior to final payment.
2. Test and adjust controls and safeties; make sure all controls are functioning properly.

REPLACEMENT OF HVAC UNITS
Singleton Community Center
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3. Monitor occupied and unoccupied areas of operations.
4. Complete final cleaning requirements, including any touch-up painting.
5. Provide manufacturer's warranty form in which manufacturer agrees to replace components of units that fail in materials or workmanship within 5 year warranty period.
6. Contractor to provide complete service and maintenance of units for one year from date of completion. Include maintenance item outlines in the provided binder.

D. SYSTEM CHECK/FINAL APPROVAL

1. Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
2. Demonstrate the units operation, adjustment and maintenance of products, equipment and systems to Singleton Manager and maintenance staff.
3. Final approval by Shan Criswell, Parks and Recreation Director.

REPLACEMENT OF HVAC UNITS
Singleton Community Center
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BID SUBMITTAL FORM

The following forms, including an original and (2) two copies shall be completed and submitted with the bid.

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

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1(notarized)
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2018)
11. Past Project References of Similar Work

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.

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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REPLACEMENT OF HVAC UNITS

BID PRICING SHEET

Project consists of the replacement of a ground floor split system, with six (6) 1.5 ton air handling units and six (6) 1.5 ton heat pumps. Pricing shall include the new units with full installation, including the necessary ductwork, electrical lines, and gas lines to have functioning units as per the Special Conditions and Scope of Work

PLEASE SPECIFY: Make and model # of units bid _____

TOTAL PROJECT COST \$ _____

TOTAL BASE BID IN WORDS: Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

The City of Bartlett will award the Base Bid and may choose to add the Alternate bid based on the funding that is available. The intent is to do the entire project as bid, if possible.

Respectfully submitted:

 NAME OF FIRM

 Email

 Authorized Representative
 (Typed or Printed)

 Phone Number

 Authorized Representative Signature
 (Required)

 Date

BPS-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
 _____ As Principal, and
 _____ as Surety, are hereby held and firmly bound
 unto _____ as OWNER in the penal sum of _____
5% of BID _____ for the payment of which, well and truly to be
 made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

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

NOW, THEREFORE,

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

BB-1

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
 a certain contract with the City, dated the _____ day of _____, 2021, a copy of which is
 hereto attached and made a part hereof for the construction of:

FY2021-061-043 REPLACEMENT OF HVAC UNITS

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

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
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PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

REPLACEMENT OF HVAC UNITS
Singleton Community Center
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NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

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

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

NOTICE TO PROCEED

TO:

PROJECT: FY2021-061-043 REPLACEMENT OF HVAC UNITS

You are hereby notified, in accordance with the Agreement dated _____, to
 commence WORK on or before _____ and you are to complete the WORK
 within 75 (seventy-five) consecutive calendar days thereafter. The date of completion of all WORK is
 therefore _____.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20_____.

By: _____

Print Name: _____

Title: _____

NP-1

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
 Due Date: July 9, 2021

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

1. CONTRACTOR will commence and complete the construction of **FY2021-06-043 REPLACEMENT OF HVAC UNITS**.
2. 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. 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 75 (seventy-five) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order
 - (M) SPECIFICATIONS prepared or issued by **The City of Bartlett Parks and Recreation Department** and dated **June 18, 2021**.

REPLACEMENT OF HVAC UNITS
 Singleton Community Center
 Sealed Bid #: FY2021-06-043
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(O) ADDENDA:

NO. _____, Dated _____, 2021

NO. _____, Dated. _____, 2021

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

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____ My Commission expires _____, 20____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/27/21 06:00 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
2022.**

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

DWS_WS_C-580

Invoice	INV00000000642627
Date	7/15/2021
Page	1/1

Due Date: 9/15/2021

Bill To:

Customer ID: 312898
 Rick McClanahan
 BARTLETT WATER SYSTEM
 -
 6382 STAGE ROAD
 Memphis, TN 38134

Billed	Fee Item	Fee Name	Total
1.00	TN0000765-1-A-1-V	DWS-00605-ANNUAL FEE - CONNECTIONS - 22004	\$28,605.20

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

Subtotal	\$28,605.20
Total	\$28,605.20

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

Customer ID: 312898
 BARTLETT WATER SYSTEM
 Rick McClanahan
 6382 STAGE ROAD
 -
 Memphis TN 38134

DWS_WS_C-580
 Invoice INV00000000642627
 Date 7/15/2021
 Due Date 9/15/2021
 Total \$28,605.20
 Remit to: TN Dept Env & Conservation
 WRS TN Tower, 10th Floor
 312 Rosa L. Parks Avenue
 Nashville TN 37243

Attachment: SKMBT_28321071909360 (2999 : Tennessee Department of Environment & Conservation (TDEC) Annual)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

REVIEWED**AGENDA ITEM**

Meeting: 07/27/21 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Re-appoint Mike Adams to the Shelby County Solid Waste Board.

This is a request to re-appoint Mike Adams to serve on the Shelby County Solid Waste Board.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2998)

Meeting: 07/27/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2998

Resolution 21-21, a resolution to write-off bad checks over three years old totaling \$2,245.00 issued to City of Bartlett.

WHEREAS, the Bartlett Finance Office has identified five bad checks issued to the City of Bartlett that have been returned and determined to be uncollectible; and

WHEREAS, the City of Bartlett has a policy to write off returned and uncollectible checks three years old and older;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the bad checks listed in the attached schedule, dated 7/24/2017 through 5/14/2018, totaling \$2,245.00 are deemed uncollectible and should be written off and removed from the City of Bartlett General Fund accounting system and check reconciliation reports effective for the month of June 2021.

Adopted this day of July 27, 2021

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

RESOLUTION xx-22

A resolution to write-off bad checks over three years old issued to City of Bartlett.

WHEREAS, the Bartlett Finance Office has identified five bad checks issued to the City of Bartlett that have been returned and determined to be uncollectible; and

WHEREAS, the City of Bartlett has a policy to write off returned and uncollectible checks three years old and older;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the bad checks listed in the attached schedule, dated 7/24/2017 through 5/14/2018, totaling \$2,245.00 are deemed uncollectible and should be written off and removed from the City of Bartlett General Fund accounting system and check reconciliation reports effective for the month of June 2021.

Adopted this day of July 27, 2021

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk

Attachment: Bad Checks Write Offs 7-27-21 (2998 : Res. 21-21, Bad Check Write Off)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2995)

Meeting: 07/27/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2995

Resolution 22-21, a resolution authorizing the City of Bartlett to participate in the “Safety Partners” matching grant program from Public Entity Partners.

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

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

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Matching Grant Program, and

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

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

SECTION 1. That the City of Bartlett is hereby authorized to submit application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of Bartlett is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this day of July 27, 2021.

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk