



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 14, 2015 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer

FUTURE MEETINGS

Historic Preservation Commission, July 20 at 7 p.m.

BPACC Advisory Board, July 21 at 6 p.m.

Bartlett Arts Council, July 21 at 6:30 p.m.

Design Review Commission, July 21 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 23, 2015 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Stanky Creek 50K/25K Foot Race. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, September 13 from 7 a.m. to 4 p.m. at Nesbit Park.

- 2 Annual Bartlett Kids' Triathlon. (David Thompson, Director of Parks and Recreation)**

The event is scheduled for Saturday, August 8 starting at 7:30 a.m. and will take place in and around the Bartlett Recreation Center.

- 3 Purchase two Lucas Mechanical CPR Devices. (Terry Wiggins, Fire Chief)**

Recommend accepting a quote from Physio-Control, Inc. at a total cost of \$28,761.15. Funds are available in Account 110.42300.321.

**4 Renewal Bid for Spray and Fertilization Program for Parks Maintenance.
(David Thompson, Director of Parks and Recreation)**

Recommend renewing the bid with Herbi-Systems in the amount of \$62,678.40 for spraying and fertilizing municipal and athletic fields for Fiscal Year 2016. Funds are available in Account 110.44300.179.

**5 Renewal Bid for Spray and Fertilization Program for Bartlett City Schools.
(David Thompson, Director of Parks and Recreation)**

Recommend renewing the bid with Herbi-Systems in the amount of \$52,787.50 for spraying and fertilizing athletic fields for Fiscal Year 2016. Funds are available in Account 110.44300.179.

6 Renewal of Computer-Assisted Dispatch maintenance agreement. (Gary Rikard, Chief of Police)

Request to renew annual service agreement from Tritech Software Systems for a total cost of \$60,911.74. Funds available in Account 123.48123.264.

7 Bid for Gotten House porch renovation. (Bill Yearwood, Director of Public Works)

Recommend accepting the lower bid from Don Austin General Contractor at a cost of \$18,969.00. Funds are available in Account 123.48123.921.

8 Bid for an emergency generator for Fire Station No. 2. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Benchmark Electric, LLC. in the amount of \$56,207.17, plus a contingency amount of \$7,000.00 for a total cost of \$63,207.17. Funds are available in Account 311.48311.780.262.

9 Bid for Bond Work in Gailyn Manor Subdivision and Hampton Grove North Subdivision. (Wade Towles, Assistant Director of Engineering)

Recommend accepting the only bid from Pro-Site Construction, LLC in the amount of \$69,275.00, plus a contingency amount of \$7,000.00 for a total cost of \$76,275.00. Funds are available in Accounts 311.48311.780.4474 and 311.48311.780.4478.

10 Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)

Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100. Funds are available in Account 510.51200.179

11 Contract for engineering work for widening of Old Brownsville Road from Austin Peay Highway to Kirby-Whitten Road. (Rick McClanahan, Director of Engineering)

Recommend awarding the engineering contract to Kimley Horn in the amount of \$298,293.00. The City of Bartlett's portion is \$ 59,659 with the 80 percent being reimbursed from the Tennessee Department of Transportation. Funds are available in Account 311.31148311.772.421.

12 Office of State and Local Finance Letter Approval for 2015 Revenue Anticipation Note. (Dick Phebus, Director of Finance)

The Office of State and Local Finance of the Comptroller's Office has approved the 2015 Revenue Anticipation Note adopted by the Bartlett Board of Mayor and Aldermen on June 9, 2015. Copy of letter attached per Comptroller's requirement.

13 Apple Lease Debt Obligation Form. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for capital lease acquisitions. The attached form reflects capital lease/purchase of Apple Computers for the Bartlett School System.

14 Planning Commission Report for July 2015. (Terry Emerick, Director of Planning and Economic Development)

NEW BUSINESS

1 Appoint Polly Schrimper to the Bartlett Performing Arts and Conference Center Advisory Board. (A. Keith McDonald, Mayor)

2 Set a Public Hearing for August 11, 2015 for Resolution 17-15, a resolution approving amendments to the Planned Development for Bartlett Logistics P.D. (Terry Emerick, Director of Planning and Economic Development)

3 Resolution 18-15, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

4 Resolution 19-15, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2015, in an amount not to exceed \$1,064,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

- 5 **Resolution 20-15, a resolution to accept additional reimbursement from Shelby County 911 Emergency Communications District in an amount up to \$70,000 and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase of equipment. (Dick Phebus, Director of Finance)**

- 6 **Appoint Jason Sykes as Director of the Bartlett Performing Arts and Conference Center. (A. Keith McDonald, Mayor)**

- 7 **Swear in Appointee.**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 23, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Alderman Pleasant

FUTURE MEETINGS

Bartlett Station Commission, July 1 at 7:30 a.m.

City Beautiful Commission, July 2 at 7 p.m.

Family Assistance Commission, July 6 at 6 p.m.

Planning Commission, July 6 at 7 p.m.

Parks and Recreation Advisory Board, July 9 at 7 p.m.

Bartlett Historical Society, July 13 at 7 p.m.

RECOGNITIONS

Books from Birth presentation

Peter Abell, Executive Director of Shelby County's Books from Birth program, spoke to the Board about the program. About 3,000 Bartlett children under five years old participate in the program.

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

Minutes Acceptance: Minutes of Jun 23, 2015 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the June 9, 2015 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Memphis Runners Track Club Road Race Series 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, August 9 and Sunday, August 23 from 5:30 to 9:30 a.m. at W.J. Freeman Park.
- 2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
One item has been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 3 Professional Services contract with Tyler Marketing. (Mark Brown, Chief Administrative Officer)**
Recommend authorizing the Mayor to extend the contract with Tyler Marketing for Fiscal Year 2016 for \$39,000. Funds are available in Account 110.41200.179.
- 4 Renew contract with Yuletide Office Solutions for annual office supplies. (Dick Phebus, Director of Finance)**
Recommend renewing lowest bid from Yuletide Office Solutions. This is the first of two potential one-year renewals. Each department budgets for its own office supplies.
- 5 Bid to repair concrete driveway at Fire Station #2. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Barnes & Brower, Inc. in the amount of \$36,411.00, plus a contingency amount of \$5,000.00 for a total cost of \$41,411.00. Funds are available in Account 110.42200.921.

Minutes Acceptance: Minutes of Jun 23, 2015 7:00 PM (MINUTES ACCEPTANCE)

6 Treasurer's Report for May 2015. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$67,246,180
Year-to-date Expenditures	\$57,376,368
Adopted Budget Revenues	\$67,246,180
Year-to-date Revenues	\$58,272,245

NEW BUSINESS

There is no new business.

OPEN DISCUSSION

Alderman Elliott invited the public to Bartlett's Farmer's Market held every Saturday at W.J. Freeman Park from 8 a.m. to noon.

Mayor McDonald announced the Splash Park will be open starting Saturday, June 27 at 9 a.m. The City will hold a ribbon cutting for the park Thursday, June 25 at 5 p.m.

ADJOURNMENT

Meeting adjourned at 7:15 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 23, 2015 7:00 PM (MINUTES ACCEPTANCE)

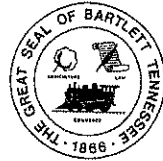
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/14/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek 50K/25K Foot Race.



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

5760 YALE RD

Address

38134

Zip Code

SEPTEMBER 13, 2015

Dates of the Event

7:00 AM TO 4:00 PM

Hours of the Event

FOOT RACE (RUN)

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

CITY OF BARTLETT

Property Owner

MICHAEL SAMUELSON

ALTIS ENDURANCE SPORTS, LLC

Special Event Permit Applicant

9438 WILLIAM LITTLE DR

LAKELAND, TN 38002-9475

Address of Applicant

901-355-9820

Phone Number

NONE

Fax Number

Check all items that apply:

For information call (901) 385-6425.

- N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
X Letter of Permission
X Insurance
N/A Tents (Fire Retardant letter included)
X Special Event Checklist
X Map
N/A Sign or Banner

\$60.00 X Special Event Fee
\$4.00 X Permit Issuing Fee

\$64.00 Total

Michael D Samuelson

Responsible Person

6-22-15

Date

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

APPROVAL

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

Special Event Checklist

Event: STANKY CREEK 50K/25K
 Location: NESBIT PARK 5760 YALERO BARTLETT, TN 38134
 Dates: SEPTEMBER 13, 2015

Type of special event: (Check one.)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

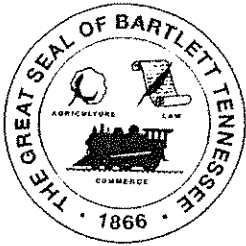
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

PARKS & RECREATION

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

February 2, 2015

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

The Bartlett Park Ultras has requested to use Nesbit Park on Sunday, March 8, 2015, 7:00 a.m. until 7:00 p.m., for their Stanky Creek Marathon and Half Marathon. This will support Youth Villages.

The Stanky Creek 50K/25K will be held on Sunday, September 13, 2015. This will benefit American Discovery Trails Society.

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

cc: Michael D. Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
901-355-9820

Attachment: STANKY CREEK FOOT RACE-SEPT 2015 (1536 : Stanky Creek 50K/25K Foot Race)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **5/15/15** **5.1.a**

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret M. Mayers PHONE (A/C, No. Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2015 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 2015 - \$1M A.I.****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		KR00000004913200	12/31/2014 12:01 AM	12/31/2015 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		KR00000004913200	12/31/2014 12:01 AM	12/31/2015 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 deductible/claim)		SPX0000026656100	12/31/2014 12:01 AM	12/31/2015 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/13/15 Stanky Creek 50k/25k INSURED CLUB/EVENT MEMBER: Altis Endurance Sports, LLC, Att'n: Mike Samuelson, 9438 William Little Drive, Lakeland, TN 38002-9475

CERTIFICATE HOLDER**CANCELLATION**09/13/15 City of Bartlett
5868 Stage Road
Bartlett, TN 38134

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

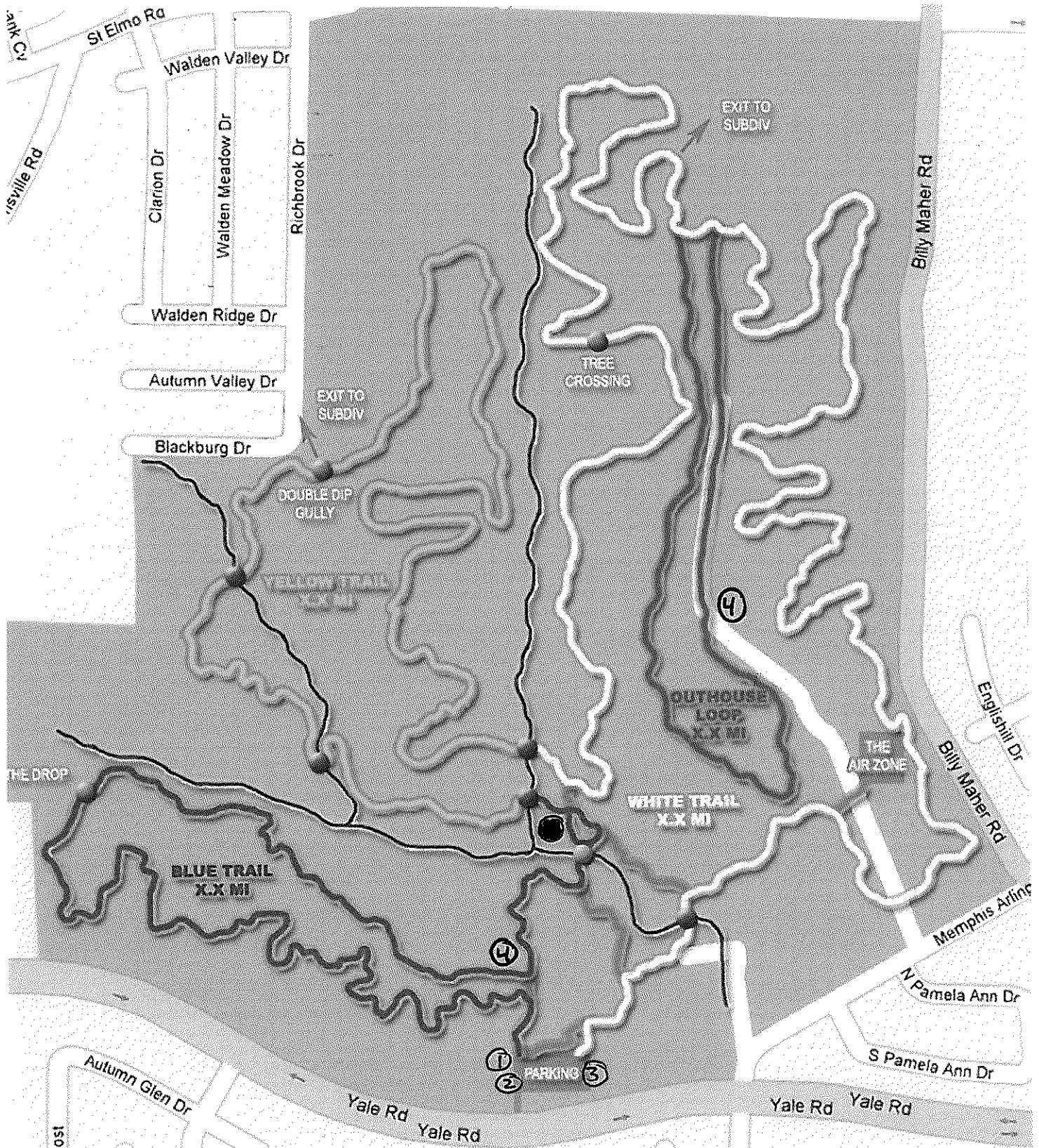
AUTHORIZED REPRESENTATIVE

John Lefever/MMA

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NESBIT PARK MAP

5.1.a



① PORT-O-LETS

② RACE START LINE

③ FINISH LINE/AID

④ AID STATION

Attachment: STANKY CREEK FOOT RACE-SEPT 2015 (1536 : Stanky Creek 50K/25K Foot Race)

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

Date and time of event: Sunday September 13, 2015 from 7:00 AM to 4:00 PM

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

Name and address of the Race Director:

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

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

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

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

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

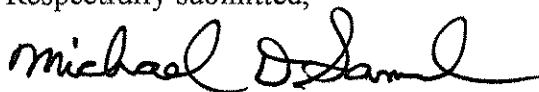
City Services: No city services are requested for this event.

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

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

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

Respectfully submitted,



Mike Samuelson, Race Director

Attachment: STANKY CREEK FOOT RACE-SEPT 2015 (1536 : Stanky Creek 50K/25K Foot Race)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Debbie Christopher

Department Head: David Thompson

Annual Bartlett Kids' Triathlon.

The following information has been submitted to the appropriate personnel regarding the 14th Annual Bartlett Kids' Triathlon. The proposed date is Saturday, August 8, 2015. It will begin at 7:30 a.m.

- Memorandum to both Police and Fire Dept securing EMS and patrolman
- Memorandum to David Thompson explaining all procedures for the event.
- Computer generated map of the event and bike course

As in the previous 13 years, the Bartlett Recreation Center will remain closed until 11 a.m. on the day of the event.

I anticipate great response and success to this year's event. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Michael Goldberg

Facility Manager

Bartlett Recreation Center

(901) 385-6470 - Office

(901) 385-6405 - Fax

mgoldberg@cityofbartlett.org <<mailto:mgoldberg@cityofbartlett.org>>



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Purchase two Lucas Mechanical CPR Devices.

On July 1, 2015, we received a quote for the LUCAS CPR devices requested. The purchase is made through Physio-Control, Inc. Physio-Control, Inc. is the sole source provider in the hospitals and hospital-owned facilities, emergency response services and emergency response training markets for the LUCAS 2 chest compression system.

Bids were received from the following companies:

Physio-Control, Inc.	\$28,761.15

We recommend the purchase be made from Physio-Control, Inc. for a total price of \$28,761.15.

Funds are available in Account 110.42300.321.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Parks and Recreation

Category: Grant

Prepared By: Debbie Christopher

Department Head: David Thompson

Renewal Bid for Spray and Fertilization Program for Parks Maintenance.

On June 18, 2014, the original three year contract with Herbi Systems was approved by the Mayor and Board Aldermen. We hereby recommend the Bid for Municipal and Athletic Fields Spray & Fertilization for Bartlett Parks and Recreation be renewed for Fiscal Year 2016.

Bids were received from the following companies:

Herbi-Systems Inc.	\$ 62,678.40
TruGreen	\$105,179.00

We recommend the bid be renewed with Herbi-Systems for a total price of \$ 62,678.40.

Funds are available in account 11044300.179.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

Renewal Bid for Spray and Fertilization Program for Bartlett City Schools.

On June 18, 2014, the original contract with Herbi Systems was approved by the Mayor and Board of Aldermen. We hereby recommend the Bid for Athletic Fields Spray & Fertilization for Bartlett City Schools be renewed for Fiscal Year 2016. Funds are available in Account 110.44400.179.

Bids were received from the following companies:

Herbi-Systems Inc.	\$ 52,787.50
TruGreen	\$ 60,572.00

Funds are available in account 110.44400.179.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/14/15 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Renewal of Computer-Assisted Dispatch maintenance agreement.



Invoice	IVC4003940
Date	4/28/2015
Page	1
Date Due	6/27/2015
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 910-602-6190

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Captain Chris Page
Email: cpage@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date	Master No.
2015.2016	TN078	6/27/2015	6/26/2016	6/27/2015	
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMCAD002	CAD 24x7 Software Support #12096005 - Connection Mngr S/W Lic 5, CAD License 5, Paging Link S/W Lic 5, Server Lic 50-150KPOP1 (Yr3), -GeoRelay Lic 5, (Yr2P) - CAD Zetron Model 26 5 - (Yr2P)	\$20,072.42	\$20,072.42	
1	V-VPSCAD002	CAD Server Software License 50 - 150 K Pop #12096005 - CAD Server access license 24x7 - (Yr3)	\$1,386.00	\$1,386.00	
1	V-VMEJAL001	Jail 8x5 Software Support #12096005 - Server Software, Workstation SW Lic 2, 8x5, Yr2 \$3985.00 - prorated 1/26/16 - 6/26/16 = 153 days	\$1,670.42	\$1,670.42	
1	V-VMEMBL002	Mobile 24x7 Software Support #12096005 - Mobile Server (Yr3)	\$6,206.09	\$6,206.09	
1	V-VMERMS001	RMS 8x5 Software Support #12096005 - Mobile Server, RMS Evidence + Bar Code, RMS traffic Accidents, RMS workstation Lic 15 (Yr2 P)	\$9,053.24	\$9,053.24	
1	V-VMERMS001	RMS 8x5 Software Support #1296005 - RMS Handheld client 8x5 (Yr2 P)	\$258.74	\$258.74	
1	V-VOTOTH021	VisionDATA VAULT Disastewr Recovery Option 20GB #12096005 (Yr2 P)	\$1,867.56	\$1,867.56	
1	V-VSETRN010	LMS User Subscription #12096005 (Yr2 P)	\$1,867.56	\$1,867.56	
1	V-VMEOTH001	MNHS 8x5 Software Support #120960056 - Yr2 \$4,050 - prelive	\$0.00	\$0.00	
1	V-GEOMTE002	GeoComm GeoLynx 9-1-1 Software Support per client #12096005 - Admin License (Yr2 P)	\$275.00	\$275.00	
1	V-GEOMTE003	GeoComm GeoLynx 911 V7 Software License #12096005 (Yr2 P)	\$3,437.50	\$3,437.50	
1	V-GEOMTE004	GeoComm GeoLynx Stat Software Support Per Client #12096005 - GeoComm GeoLynx Sync Client 8x5 (Yr2 P)	\$176.00	\$176.00	
1	V-GEOMTE005	GeoComm GeoLynx Sync Server Software Support per server #12096005 - GeoComm GeoLynx Sync Server (Yr2 P)	\$550.00	\$550.00	
1	V-VMEINF001	INFORM IQ 8x5 Software Support	\$1,886.69	\$1,886.69	

Attachment: Tritech Software Maintenance, Annual (1543 : Tritech/VisionAir Software Maintenance, CAD, RMS,Jail, Courtview)



TRITECH

SOFTWARE SYSTEMS

Invoice	IVC4003940
Date	4/28/2015
Page	2
Date Due	6/27/2015
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 910-602-6190

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Captain Chris Page
Email: cpage@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2015.2016	TN078	6/27/2015	6/26/2016	6/27/2015	36,504
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMEOTH002	#12096005 - Inform IQ (1-40 Concurrent Users) - (Yr2 P) Custom Solution Software Support	\$463.21	\$463.21	
1	V-VMEOTH002	#12096005 - AFIS interface 8x5, Yr2 \$1,105.05 - prorated 1/26/16 - 6/26/16 = 153 days Custom Solution Software Support	\$0.00	\$0.00	
1	V-VMEOTH002	#12096005 - VisionRMS Citation Publisher to CourtView, 8x5, Yr2 \$1,083.45 - prelive Custom Solution Software Support	\$0.00	\$0.00	
1	V-VMEOTH002	#12096005 - VisionRMS Importer from JWorks, 8x5, Yr2 \$3,055.05 - prelive Custom Solution Software Support	\$0.00	\$0.00	
1	V-VMEOTH002	SO#12096005 \ C3190 - 1 Courtview Jworks Arrest & Booking Interface (Inbound). Live 1/26/15. Courtview to bill client direct for Year 1 AND renewal support.	\$0.00	\$0.00	
1	V-VMEOTH002	Custom Solution Software Support SO#12096005 - 1 Courtview JWorks Court Case Management System. Yr 1 incl in orig. contract. Live 1/26/15. Courtview to bill client direct for renewal support.	\$0.00	\$0.00	
1	V-VMEDSB001	DASHBOARD - Analytics) Bundle Software Support #12096005 - (Yr2 P)	\$2,812.50	\$2,812.50	
1	V-VMECAD001	VisioCAD Geofile Update Utility 8x5 Mtc #12096005 (Yr2 P)	\$1,000.00	\$1,000.00	
1	V-VMEMBL001	Mobile 8x5 Software Support #12096005 - NCIC 8x5 (Yr3)	\$519.75	\$519.75	
1	V-GEOMTE011	GeoComm GeoLynx DMS GIS Manager Support #12096005 - GeoComm DMS GIS Manager 8x5 (Yr2 P)	\$1,925.00	\$1,925.00	
1	V-GEOMTE016	VisionGIS < 150k Pop Mtc Support #12096005 - VisionGIS 8x5 (Yr2 P)	\$4,219.00	\$4,219.00	
1	V-VMEJAL002	Vision RMS Jail Publisher to Courtview IF #12096005 \ C3258 - 1 Bartlett Jail Publisher added C3190 2.25.14: Removed & replaced w/ Custom Jail Publisher, 8x5, Yr1 \$2,016 - prorated 1/26/16 -	\$845.06	\$845.06	

Attachment: Tritech Software Maintenance, Annual (1543 : Tritech/VisionAir Software Maintenance, CAD, RMS,Jail, Courtview)



TRITECH

SOFTWARE SYSTEMS

Invoice	IVC4003940
Date	4/28/2015
Page	3
Date Due	6/27/2015
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 910-602-6190

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Captain Chris Page
Email: cpage@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date	Master No.
2015.2016	TN078	6/27/2015	6/26/2016	6/27/2015	36,504
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VOTOH002	6/26/16 = 153 days Remote Support Connectivity (Formerly Go To Assist) Yr3	\$420.00	\$420.00	

Tax ID 95-3871079

Support quote for budgetary purposes (software purchased as of this date). Products "prelive" will be prorated to the end date of this term. Please advise IMMEDIATELY of any modifications.

Subtotal	\$60,911.74
Misc	\$0.00
Tax	\$0.00
Total	\$60,911.74

Remit to: TriTech Software Systems, PO Box 203223, Dallas, TX 75320-3223



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Mike Adams

Department Head: Bill Yearwood

Bid for Gotten House porch renovation.

On May 11, 2015 an ad was placed in *The Daily News*. On May 28, 2015 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

A & B Construction Company	\$28,250.00
Don Austin General Contractor	\$18,969.00

We recommend the bid be awarded to Don Austin General Contractor for a total price of \$18,969.00.

Funds are available in Account 123.48123.921.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Rick McClanahan

Bid for an emergency generator for Fire Station No. 2.

The FY2015-06-051 Emergency Generator for Bartlett Fire Station No. 2 was advertised in *The Daily News* on June 11, 2015, and was also posted on the City of Bartlett's web site on June 11, 2015. The contractors that picked up Bid Documents are as follows:

Benchmark Electric
Lowrie Electric
Shelby Electric

On June 25, 2015 we received three bids for the construction of the **FY2015-06-051 Emergency Generator for Bartlett Fire Station No. 2**. The apparent low bidder, Benchmark Electric, LLC. submitted a Total Base Bid of **\$56,207.17**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee, which concluded that Benchmark Electric, LLC has submitted the lowest and best bid. The Committee recommends the City of Bartlett award this contract to Benchmark Electric, LLC in the **base bid** amount of **\$56,207.17**, plus an additional amount of **\$7,000.00** for items that may need to be added during construction for a total not to exceed **\$63,207.17**. Benchmark Electric, LLC has performed work in the City of Bartlett on other projects.

Benchmark Electric submitted two bids, one based on a Kohler generator with a base bid of \$56,207.17 and one with a Cummins generator with a base bid price of \$61,573.81. The City of Bartlett has both Kohler and Cummins generators in use at various facilities. It was decided to go with the Kohler unit. Both units were on the pre-approved list in the bid document and can meet the requirements necessary for this fire station.

Funding is available in **Account 311.48311.780.262**.

Bidder	Total Base Bid
Benchmark Electric (Kohler Genset)	\$56,207.17
Benchmark Electric (Cummins Genset)	\$61,573.81
Lowrie Electric (Cummins Genset)	\$64,050.00

Shelby Electric (Kohler Genset)	\$124,127.00

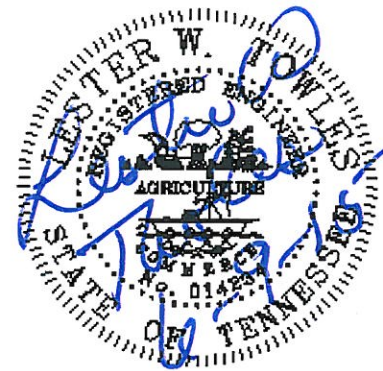
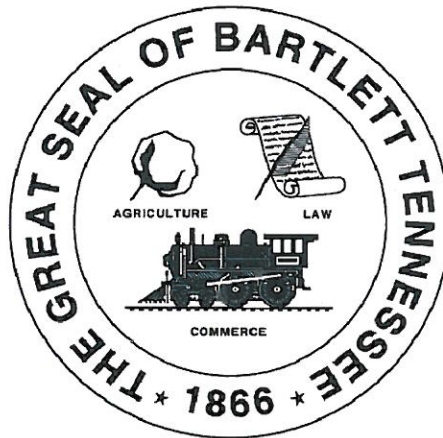
A copy of the bid document (plans and bid book) and a copy of the bid tabulation are attached to this Minute Trac file. There was one addendum issued and is attached.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
 Sealed Bid #: FY2015-06-051
 Due Date: June 25, 2015

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



REQUEST FOR SEALED BIDS

SB # FY2015-06-051

DUE: Thursday, June 25, 2015, no later than 2:00 p.m. (CST)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

The City of Bartlett is seeking bids to install a 100 KW Generator, transfer switch, and all electrical modifications at Bartlett Fire Station Number 2 in accordance to the following bid specifications.

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **June 25, 2015**. Sealed bids are to be marked **"FY2015-06-051 Emergency Generator Bartlett Fire Station No. 2"** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. There is no fee to obtain bid documents; however bidders must email the intent to bid. If further information is desired, please contact Wade Towles, P.E. at 901-385-6499 or by email at wtowles@cityofbartlett.org.

Please quote prices on attached sheet

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

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Bartlett Fire Station No. 2—Electrical Plan E-1	SCS-3
Bartlett Fire Station No. 2—Electrical Plan E-2	SCS-4
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Notice to Proceed.....	NP-1
Non-collusion Affidavit of Prime Bidder.....	NCA-1
Bid Bond.....	BB-1 to BB-2
Agreement.....	A-1 to A-3

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of the installation of a new 100 KW Diesel Fueled Generator and transfer switch at the Bartlett Fire Station No. 2 located at 5996 Memphis-Arlington Road and includes all of the electrical work and components to ensure that during a power outage the entire station will be powered by the new generator.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

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

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

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

- f. Bids to be submitted in sealed envelopes with the following marked on the outside:

<u>License:</u>	Name of Project
	Date of Bid Opening
	Name of Contractor/Company
	Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
	Licenses Expiration Date
	<u>Acknowledgement of Each Applicable Addendum</u>

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

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

6. **COLLUSIVE AGREEMENTS**

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

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

8. **UNIT PRICES**

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

9. **CORRECTIONS**

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

10. **TIME FOR RECEIVING BIDS**

a. Bids received prior to **2:00 P.M. June 25, 2015** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

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b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. 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.

GENERAL CONDITIONS:**A. INSURANCE****A.1. General Requirements**

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

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) 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 or material change in 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 may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation - 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.**

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A.4 Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Contractor's 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; XCU (Explosion, Collapse, and underground)

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational

Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **sixty (60) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, **Wade Towles, PE**, at 901-385-6499 or by email at wtowles@cityofbartlett.org to address any questions.

F. PERFORMANCE BOND

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

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 a) To any preference, priority or allocation order duly issued by the Government;

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

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CONTRACT MONITORING

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

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

Company Name: _____

Gender: Male _____ Female _____

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

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

CM-1

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
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Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?

3. How is Title VI information disseminated to new/current employees? _____

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

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

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

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

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

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

Name of Authorized Official

Date

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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

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

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

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

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15.00 each.
2. Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 prior to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
3. Contractor shall obtain all necessary permits from the City of Bartlett Codes Department prior to any work. These permits will be at NO costs to the contractor.
4. The plans sheets (**See SCS-1 through SCS-6**) that are included in this document are for reference only and shall not be construed as being a representation of what may actually exist.
5. Refer to the full size **plan sheet E-1** for specific information concerning the location and installation of the emergency generator.
6. For access to the Bartlett Fire Station No. 2 please contact Assistant Chief Danny Baxter at 901-385-5536.
7. This project will involve work around and in a very active Fire Station and the fire station will need to stay in operation during this project. Schedule the various work activities with Assistant Chief Danny Baxter.
8. Bidder shall identify the make and model number for the 100KV Generator and the delivery time after approval has been given to order the generator.
9. The generator shall be equipped with a 48 hour sub-base fuel tank, and shall be equipped with a 90% fuel fill alarm and a 95% fuel fill cut off valve.
10. The generator shall meet the Level 2 / 75.2 dBA requirements.

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

SECTION 16212 - EMERGENCY GENERATOR AND ACCESSORIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Applicable provisions of the General Conditions and of Division 1, General Requirements, govern all work specified in this Section.

1.02 RELATED WORK

- A. The following sections specify related work:

1. Electrical, General Provisions.
2. Electrical, Basic materials and methods.

1.03 WORK INCLUDED

- A. This Section of these Specifications covers only the emergency generator and accessories related thereto.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide MTU Onsite Energy Model MTU4R0113DS100 or a comparable product by one of the following:

1. MTU Onsite Energy (W.W. Williams) 901/486-0276 Jerry Ballard
2. Caterpillar; Engine Div.
3. Onan/Cummins Power Generation.

- B. Any changes to the generator set installation requirements due to manufacturers' products differing from the Basis-of-Design Product are the responsibility of the contractor.

2.02 EMERGENCY GENERATOR

- A. Emergency generator shall be a complete automatic starting packaged diesel engine-generator unit for 3-phase, 4-wire, 60 hz. voltage regulated, with a voltage and KW rating as indicated. Rating shall be based upon the unit operating with engine driven fan, radiator, and all accessories, in 100 F. ambient temperature, and using standard locally available diesel fuel. Engine-generator unit shall include all features specified below, and all other standard and necessary accessories required for a complete operational unit.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

1. The engine shall be a 4 cycle naturally aspirated or turbocharged liquid cooled type, of sufficient capacity to operate the generator at specified capacity without overloading or overheating, at 1800 maximum RPM, and in 100 F. ambient temperature. The engine shall be complete with: full pressure lubrication; speed governor; 12 or 24 volt dc electric starter of sufficient capacity to crank the engine continuously for at least 30 seconds at zero degrees F. Ambient temperature; engine driven battery charging alternator with voltage regulator; engine driven water pump and fan, radiator, and thermostatic control to maintain stable and efficient operating temperature under all load conditions; full flow lubricating oil filter; air cleaner; critical area type exhaust muffler; fuel injection system; fuel filter; engine driven fuel pump; safety cut-off controls for low lubricating oil pressure, high jacket water temperature, and overspeed; lubricating oil pressure gauge, water temperature indicator, and thermostatically controlled 115 volt water jacket heater sized to maintain jacket water temperature between 60 and 80 F. in all ambient temperatures down to zero F. at all times.
2. The generator shall be of the revolving field type conforming to NEMA standards direct connected to engine with a suitable coupling, with static type exciter, Class F insulated.
3. Generator control panel shall include: a voltmeter with three pole transfer switch; ammeter with transfer switch for metering all three phases; voltage regulator; exciter and voltage controls; main circuit breaker; frequency meter; automatic start-stop controls; manual starting switch; and an adjustable clock type exerciser which will automatically start and stop the engine at preselected time intervals and run the engine for a preselected time, without load transfer.
4. The entire engine-generator unit shall be factory assembled and mounted on a welded structural steel skid type base suitable for mounting on a concrete foundation, and fully enclosed in a rustproofed metal weatherproof housing with lockable hinged or removable access panels.

2.03 STARTING BATTERY

- A. Starting battery shall be Delco, Exide or Chloride, 12 or 24 volts as required, capacity as required to crank the engine continuously for at least 45 seconds at zero degrees F. ambient temperature.

2.04 AUXILIARY BATTERY CHARGER

- A. Provide auxiliary battery charger to keep battery fully charged at all times when engine is not running. Charger shall be solid state constant voltage, current limiting, infinite taper type, suitable for 120 volt 60 hz single phase power supply.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
Sealed Bid #: FY2015-06-051
Due Date: June 25, 2015

2.05 FUEL STORAGE TANK, TAPPINGS AND ACCESSORIES

- A. Fuel storage tank shall be built into the generator base and shall have capacity to operate the generator for a minimum of 48 hours.

2.06 AUTOMATIC TRANSFER SWITCH

- A. Asco, Russell or as approved electrically operated electrically held type in NEMA 1 enclosure. Switch shall have a center off position controlled by a programmable time delay.

2.07 REMOTE STATUS ALARM PANEL

- A. Provide a remote status alarm panel, located where shown on the drawings, to indicate the following conditions:
 - 1. High coolant temperature.
 - 2. Low oil pressure.
 - 3. Low fuel.
 - 4. High battery voltage.
 - 5. Low battery voltage.
 - 6. Overcrank.
 - 7. Overspeed.

PART 3 - EXECUTION

3.01 EMERGENCY GENERATOR

- A. Install engine-generator unit on a concrete foundation 12" high and 2" larger than unit plan view dimensions all around, with vibration absorbing mountings between unit and foundation, as specified below.
 - 1. Vibration absorbing mountings shall be steel spring type, sized as recommended by the mounting manufacturer for the service involved, and securely attached to slab and generator unit base.
 - 2. Provide proper quantity and grade of lubricating oil in engine crankcase.
 - 3. Provide complete water fill in cooling system, with sufficient Prestone or as approved ethylene glycol type anti-freeze to protect the system from freezing at ambient temperatures down to 20 degrees below zero F.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

3.02 BATTERIES

- A. Install batteries on a suitable steel rack inside of engine-generator housing with bottoms of batteries 6" above floor. Provide suitable cables from batteries to generator unit.

3.03 EXCAVATION AND BACKFILL

- A. Excavate as required for the piping installation.

3.04 AUTOMATIC TRANSFER SWITCH

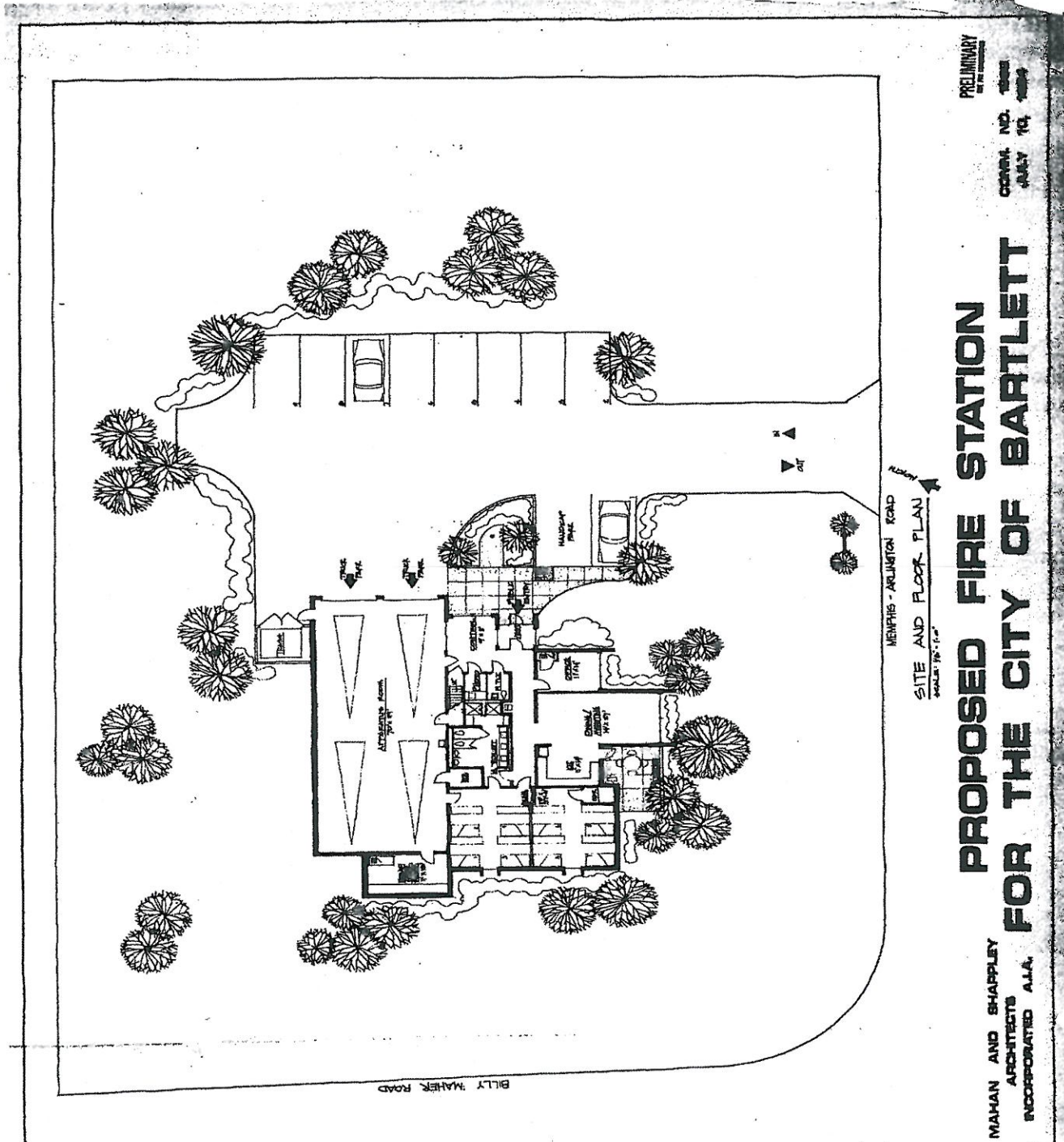
- A. This switch shall automatically:

1. Start emergency generator upon loss of normal power.
2. Transfer the load to the emergency power supply, after an adjustable time delay following establishment of emergency power.
3. After an adjustable time delay following restoration of normal power supply, transfer the load back to the normal power supply, and then stop the emergency generator following an additional adjustable time delay after transfer to normal power.

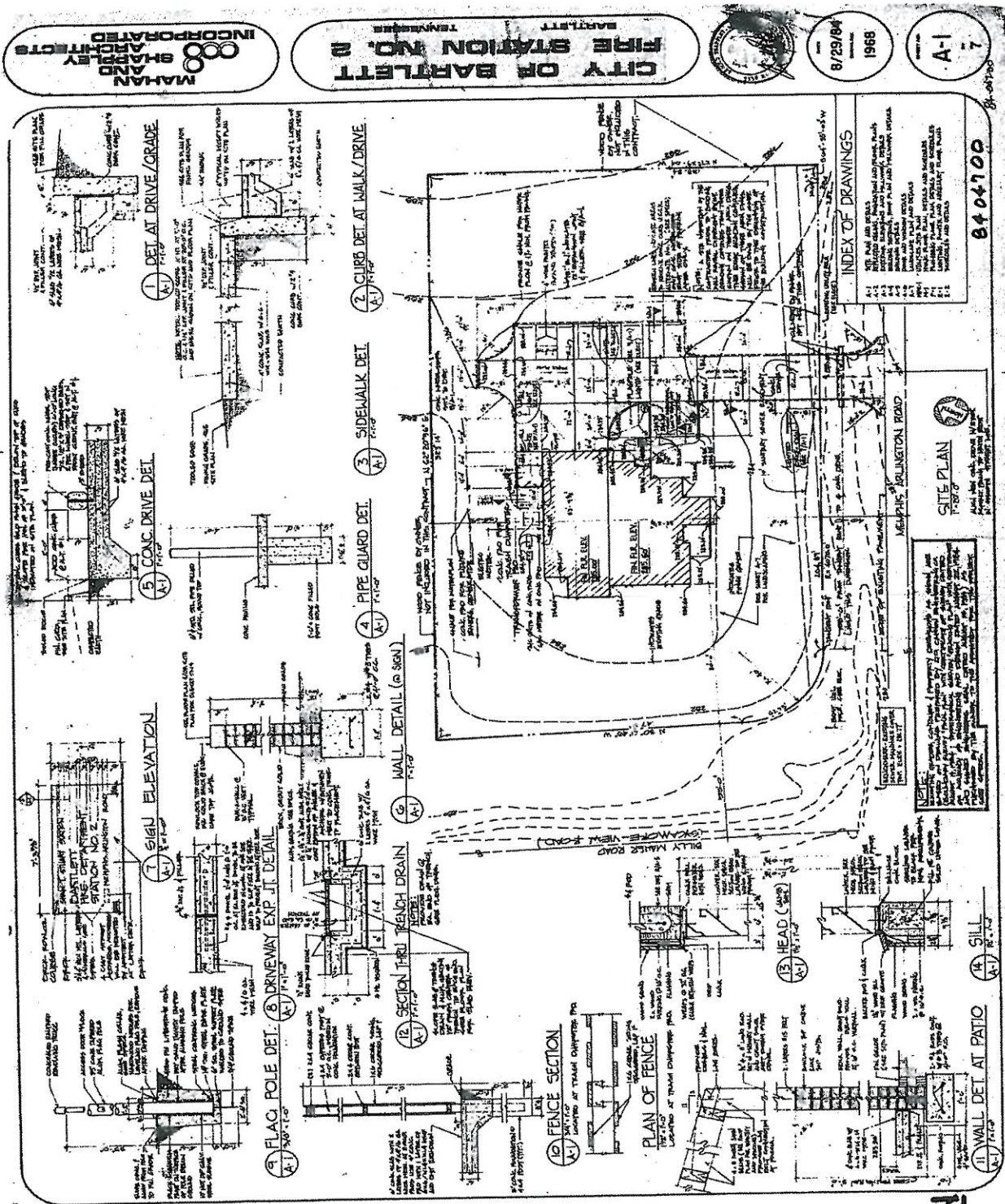
END OF SECTION 16212

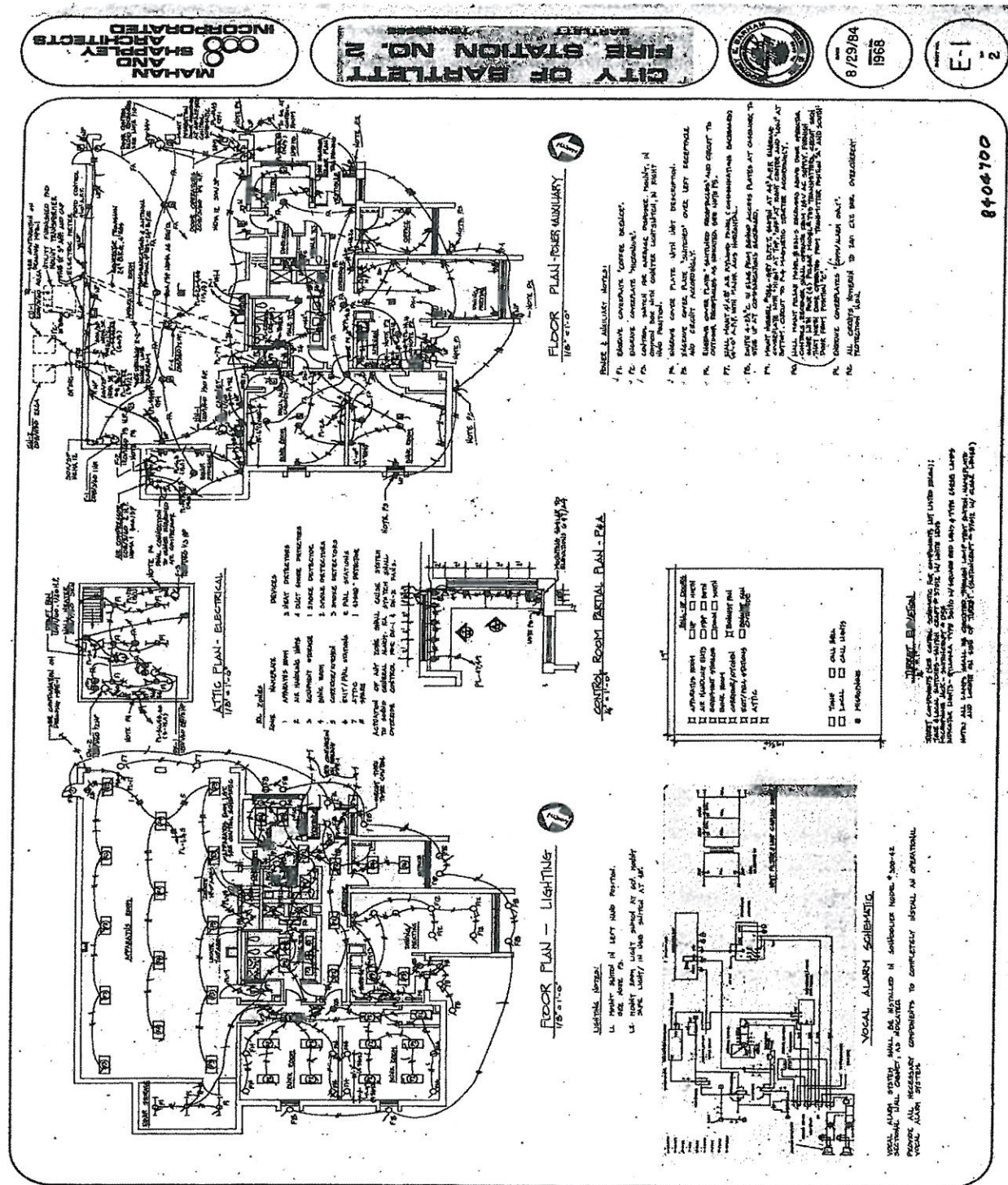
Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

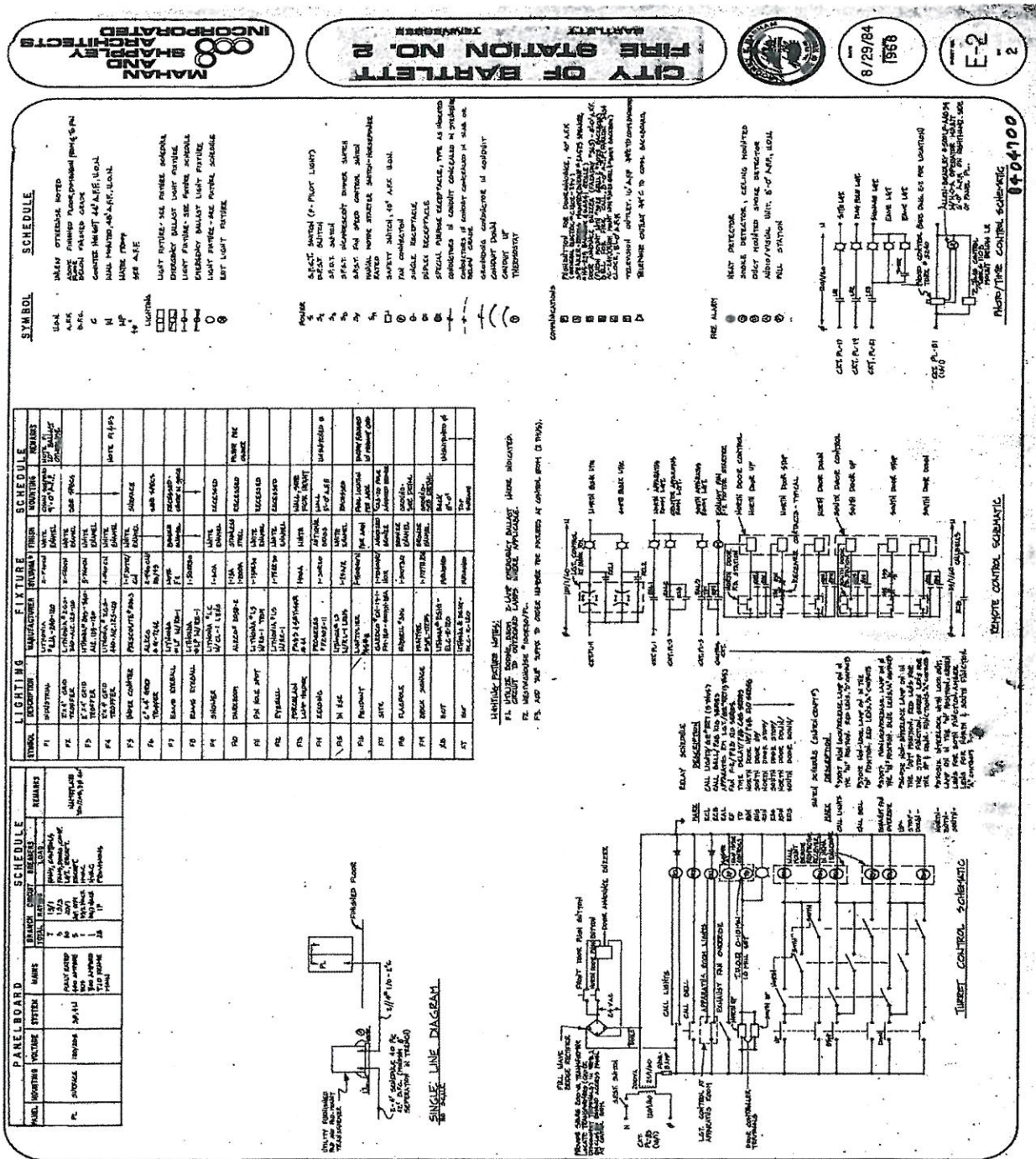
EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
 Sealed Bid #: FY2015-06-051
 Due Date: June 25, 2015

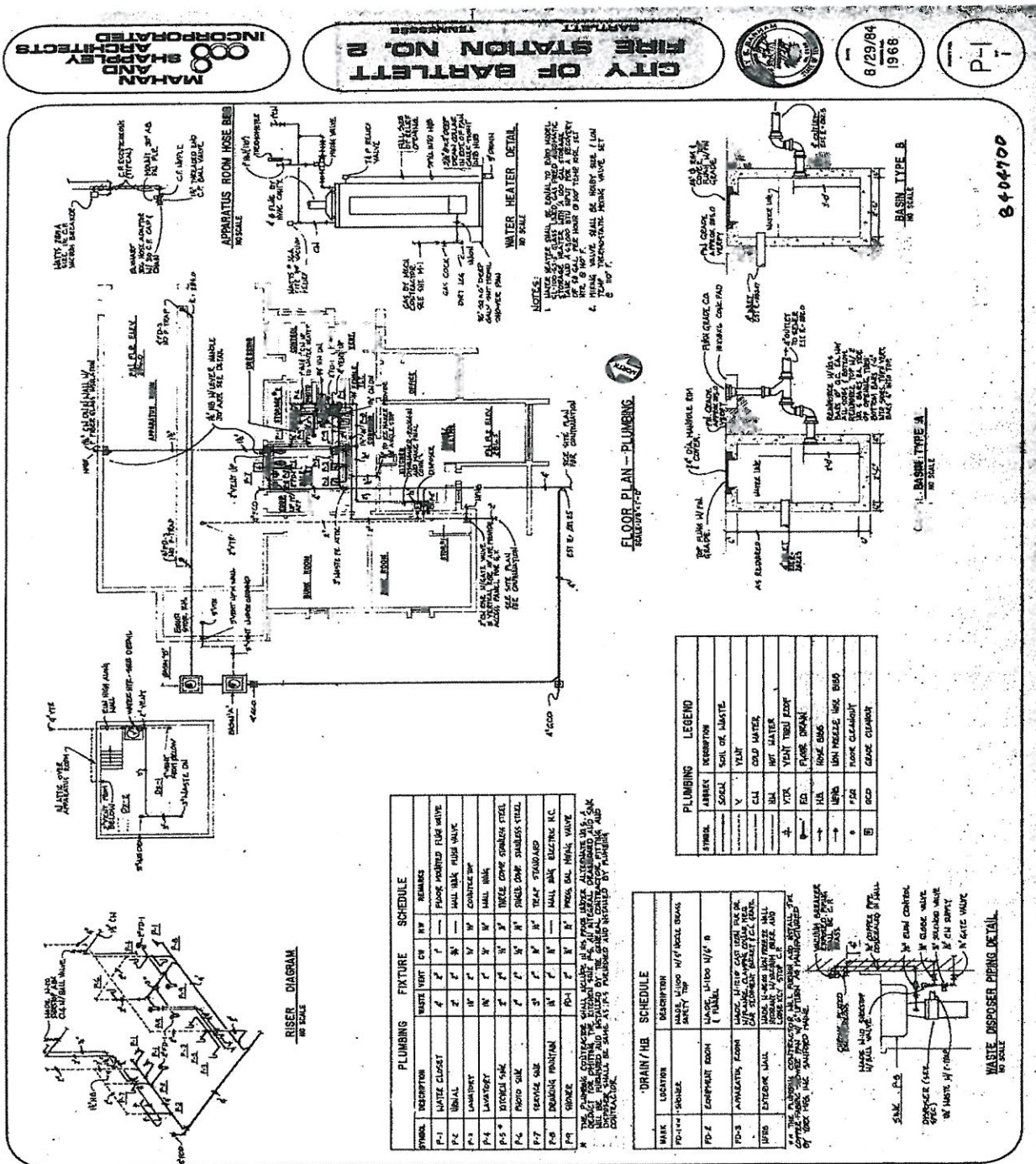


SCS-1

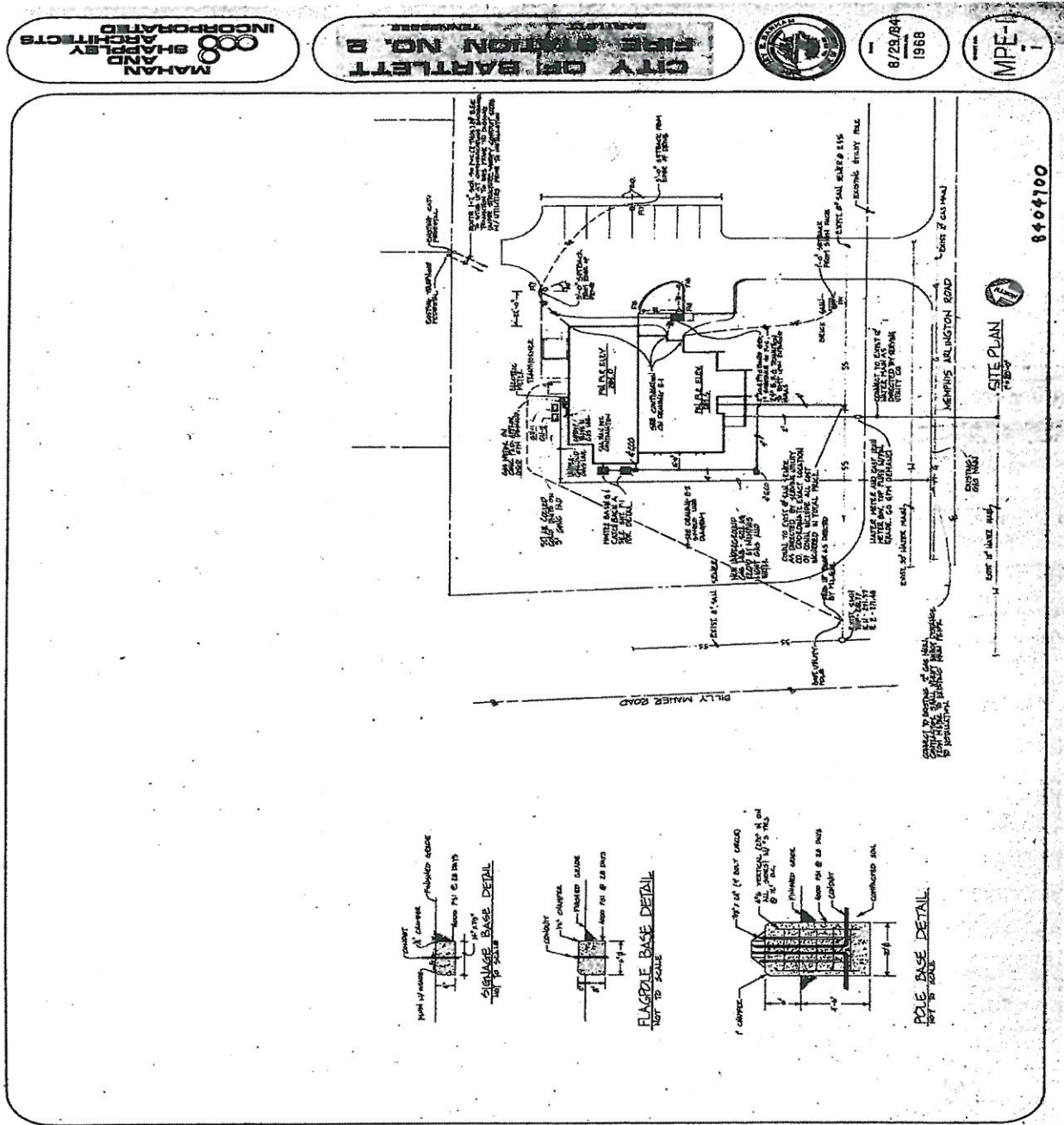








EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
 Sealed Bid #: FY2015-06-051
 Due Date: June 25, 2015



SCS-6

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	100 KV Diesel Fueled Emergency Generator with Automatic Transfer Switch, Complete and fully operational	LS	1		
EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2 BASE BID TOTAL					

**TOTAL BID AMOUNT FOR Emergency Generator
Bartlett Fire Station No. 2 PROJECT IN WORDS :** _____

STATE MAKE AND MODEL NUMBER OF THE 100 KV GENERATOR BEING BID

Contractor

Telephone Number

Authorized Representative

Date

Print Name

BT-1

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
Sealed Bid #: FY2015-06-051
Due Date: June 25, 2015

BID SUBMITTAL FORM

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

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

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

BSF-1

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

PERFORMANCE PAYMENT BOND

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

called "Principal" and _____ of _____
(Surety)

_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
(Owner)

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

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

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

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

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

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

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:

Pint Name_____
Principal

By: _____ (s)

(Principal) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Principal_____
Address - Zip Code

ATTEST:

SuretyBy: _____
Attorney-in-Fact_____
(Surety) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Surety_____
Address - Zip Code

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

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

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

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

NOTICE OF AWARD

To:

PROJECT Description: FY2015-06-051 Emergency Generator Bartlett Fire Station No. 2

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2015 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2015.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

NOTICE TO PROCEED

TO:

PROJECT: FY2015-06-051 Emergency Generator Bartlett Fire Station No. 2

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015, on or before _____, 2015 and you are to complete the WORK within 60 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2015.

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

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

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
 Sealed Bid #: FY2015-06-051
 Due Date: June 25, 2015

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.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

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

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

Print Name _____

Principal (L.S.)

Surety

By: _____

Print Name: _____

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

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015 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:

The CONTRACTOR will commence and complete the construction of: **FY2015-06-051 Emergency Generator Bartlett Fire Station No. 2**

1. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

(J) Notice of Award

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through ____, and
dated _____, 2015.

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

(O) ADDENDA:

NO. _____, Dated _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

6. The 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.

9. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

10. The City will provide the contractor with up to (3) three sets of plans and specifications
Any additional sets will be provided at the cost of reproduction.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

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 McDonaldTITLE: Mayor, City of Bartlett

(SEAL)

ATTEST:

NAME: _____

(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE:

(SEAL)

ATTEST:

NAME: _____

(Please Type)

TITLE: _____

Attachment: BID DOCUMENT--SCANNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

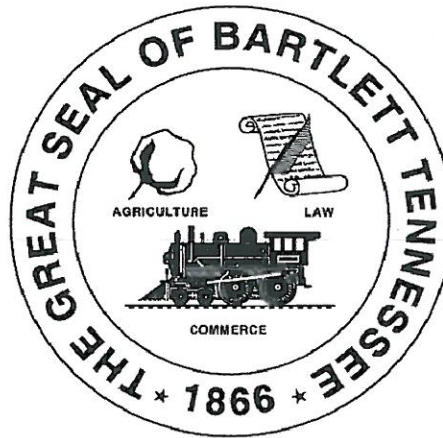
Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



ADDENDUM NUMBER 1

SB # FY2015-06-051

DUE: Thursday, June 25, 2015, no later than 2:00 p.m. (CST)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Attachment: ADDENDUM NO. 1 SIGNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
Sealed Bid #: FY2015-06-051
Due Date: June 25, 2015

June 16, 2015

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

- 1) Section 16212—Emergency Generator and Accessories has been revised.
- 2) Kohler has been added as acceptable manufacturer
- 3) Project manual page 16212-1 thru 16212-4 – delete these pages in their entirety and replace with the revised pages 16212-1R thru 16212-4R attached to this addendum.

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

NOTE: Contractor shall acknowledge the receipt of this Addendum no. 1 on the outside of the sealed envelope.

Respectfully submitted,



Wade Towles, P.E.
Assistant City Engineer
City of Bartlett
901-385-6499
Email: wtowles@cityofbartlett.org

Attachment: ADDENDUM NO. 1 SIGNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2
 Sealed Bid #: FY2015-06-051
 Due Date: June 25, 2015

SECTION 16212 - EMERGENCY GENERATOR AND ACCESSORIES

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Applicable provisions of the General Conditions and of Division 1, General Requirements, govern all work specified in this Section.

1.02 RELATED WORK

- A. The following sections specify related work:
 1. Electrical, General Provisions.
 2. Electrical, Basic materials and methods.

1.03 WORK INCLUDED

- A. This Section of these Specifications covers only the emergency generator and **accessories related thereto.**

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide MTU Onsite Energy Model MTU4R0113DS100 or a comparable product by one of the following:
 1. MTU Onsite Energy (W.W. Williams)
 2. Caterpillar; Engine Div.
 3. Onan/Cummins Power Generation.
 4. Kohler.
- B. Any changes to the generator set installation requirements due to manufacturers' products differing from the Basis-of-Design Product are the responsibility of the contractor.

2.02 EMERGENCY GENERATOR

- A. Emergency generator shall be a complete automatic starting packaged diesel engine-generator unit for 3-phase, 4-wire, 60 hz. voltage regulated, with a voltage and KW rating as indicated. Rating shall be based upon the unit operating with engine driven fan, radiator, and all accessories, in 100 F. ambient temperature, and using standard locally available diesel fuel. Engine-generator unit shall include all features specified below, and all other standard and necessary accessories required for a complete operational unit.

16212-1R

Attachment: ADDENDUM NO. 1 SIGNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

1. The engine shall be a 4 cycle naturally aspirated or turbocharged liquid cooled type, of sufficient capacity to operate the generator at specified capacity without overloading or overheating, at 1800 maximum RPM, and in 100 F. ambient temperature. The engine shall be complete with: full pressure lubrication; speed governor; 12 or 24 volt dc electric starter of sufficient capacity to crank the engine continuously for at least 30 seconds at zero degrees F. Ambient temperature; engine driven battery charging alternator with voltage regulator; engine driven water pump and fan, radiator, and thermostatic control to maintain stable and efficient operating temperature under all load conditions; full flow lubricating oil filter; air cleaner; critical area type exhaust muffler; fuel injection system; fuel filter; engine driven fuel pump; safety cut-off controls for low lubricating oil pressure, high jacket water temperature, and overspeed; lubricating oil pressure gauge, water temperature indicator, and thermostatically controlled 115 volt water jacket heater sized to maintain jacket water temperature between 60 and 80 F. in all ambient temperatures down to zero F. at all times.
2. The generator shall be of the revolving field type conforming to NEMA standards direct connected to engine with a suitable coupling, with static type exciter, Class F insulated.
3. Generator control panel shall include: a voltmeter with three pole transfer switch; ammeter with transfer switch for metering all three phases; voltage regulator; exciter and voltage controls; main circuit breaker; frequency meter; automatic start-stop controls; manual starting switch; and an adjustable clock type exerciser which will automatically start and stop the engine at preselected time intervals and run the engine for a preselected time, without load transfer.
4. The entire engine-generator unit shall be factory assembled and mounted on a welded structural steel skid type base suitable for mounting on a concrete foundation, and fully enclosed in a rustproofed metal weatherproof housing with lockable hinged or removable access panels. The sound attenuation for the enclosure shall be Level 2 / 75.2 dBA @ 7 meters, open environment.

2.03 STARTING BATTERY

- A. Starting battery shall be Delco, Exide or Chloride, 12 or 24 volts as required, capacity as required to crank the engine continuously for at least 45 seconds at zero degrees F. ambient temperature.

2.04 AUXILIARY BATTERY CHARGER

- A. Provide auxiliary battery charger to keep battery fully charged at all times when engine is not running. Charger shall be solid state constant voltage, current limiting, infinite taper type, suitable for 120 volt 60 hz single phase power supply.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

2.05 FUEL STORAGE TANK, TAPPINGS AND ACCESSORIES

- A. Fuel storage tank shall be built into the generator base and shall have capacity to operate the generator for a minimum of 48 hours. The fuel tank shall be UL listed, double wall with a 90% fuel fill alarm and a 95% fuel fill cut-off valve.

2.06 AUTOMATIC TRANSFER SWITCH

- A. Asco, Russell or as approved electrically operated electrically held type in NEMA 1 enclosure. Switch shall have a center off position controlled by a programmable time delay or an in-phase monitor to prevent transfer unless the generator is in-phase with the utility.

2.07 REMOTE STATUS ALARM PANEL

- A. Provide a remote status alarm panel, located where shown on the drawings, to indicate the following conditions:
 - 1. High coolant temperature.
 - 2. Low oil pressure.
 - 3. Low fuel.
 - 4. High battery voltage.
 - 5. Low battery voltage.
 - 6. Overcrank.
 - 7. Overspeed.

PART 3 - EXECUTION

3.01 EMERGENCY GENERATOR

- A. Install engine-generator unit on a concrete foundation 12" high and 2" larger than unit plan view dimensions all around, with vibration absorbing mountings between unit and foundation, as specified below.
 - 1. Vibration absorbing mountings shall be steel spring type, sized as recommended by the mounting manufacturer for the service involved, and securely attached to slab and generator unit base.
 - 2. Provide proper quantity and grade of lubricating oil in engine crankcase.
 - 3. Provide complete water fill in cooling system, with sufficient Prestone or as approved ethylene glycol type anti-freeze to protect the system from freezing at ambient temperatures down to 20 degrees below zero F.

EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2

Sealed Bid #: FY2015-06-051

Due Date: June 25, 2015

3.02 BATTERIES

- A. Install batteries on a suitable steel rack inside of engine-generator housing with bottoms of batteries 6" above floor. Provide suitable cables from batteries to generator unit.

3.03 EXCAVATION AND BACKFILL

- A. Excavate as required for the piping installation.

3.04 AUTOMATIC TRANSFER SWITCH

- A. This switch shall automatically:
 - 1. Start emergency generator upon loss of normal power.
 - 2. Transfer the load to the emergency power supply, after an adjustable time delay following establishment of emergency power.
 - 3. After an adjustable time delay following restoration of normal power supply, transfer the load back to the normal power supply, and then stop the emergency generator following an additional adjustable time delay after transfer to normal power.

END OF SECTION

Attachment: ADDENDUM NO. 1 SIGNED (1541 : Bid for Emergency Generator at Bartlett Fire Station no. 2)

FY 2015-06-051 EMERGENCY GENERATOR BARTLETT FIRE STATION NO. 2 -- BID RESULTS									
Description	Unit	Quantity	BENCHMARK ELECTRIC KOHLER GENSET		BENCHMARK ELECTRIC CUMMINS GENSET		LOWRIE ELECTRIC CUMMINS GENSET		SHELBY ELECTRIC KOHLER GENSET
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
100 KV Diesel Fueled Emergency Generator with Automatic Transfer Switch, Complete and fully operational	LS	1	\$56,207.17	\$56,207.17	\$61,573.81	\$61,573.81	\$64,050.00	\$64,050.00	\$124,127.00

BOTH THE KOHLER AND THE CUMMINS GENERATORS WERE INCLUDED IN THE BID BOOK AS PRE-APPROVED UNITS. BASED ON THE INFORMATION RECEIVED CONCERNING THE KOHLER AND THE FACT THAT THE CITY OF BARTLETT HAS SEVERAL KOHLER GENERATOR UNITS IN OUR FLEET, THE KOHLER UNIT WAS CHOSEN.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Bond Work in Gailyn Manor Subdivision and Hampton Grove North Subdivision.

The FY 2015-06-050 Bond Work in Gailyn Manor Subdivision and in Hampton Grove North Subdivision was advertised in *The Daily News* on June 10, 2015 and was also posted on the City of Bartlett website on June 10, 2015. The contractors that picked up Bid Documents are as follows:

Barnes & Brower
Pro Site Construction

On June 25, 2015, we only received one bid for the construction of the **FY 2015-06-050 Bond Work in Gailyn Manor Subdivision and in Hampton Grove North Subdivision**. The apparent low bidder, Pro Site Construction, submitted a Total Base Bid of **\$69,275.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee and they concluded that Pro Site Construction has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Pro Site Construction in the **base bid** amount of **\$69,275.00** plus an additional amount of **\$7,000.00** for items that may need to be added during construction for a total not to exceed **\$76,275.00**. Pro Site Construction has performed work for the City of Bartlett on other projects. Funding is available in Account 311.48311.780.4474 Gailyn Manor Phase 2 Subdivision and in Account 311.48311.780.4478 Hampton Grove North.

Bidder	Total Base Bid
Pro Site Construction	\$69,275.00

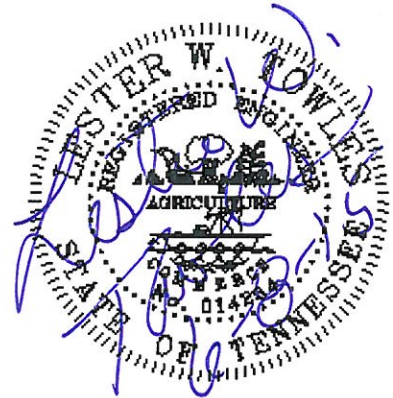
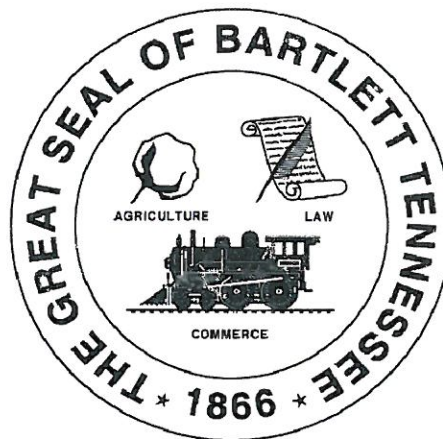
A copy of the bid document (plans and bid book) and a copy of the bid tabulation are attached to this MinuteTraq file. There was one addendum and is attached.

BOND WORK IN GAILYN MANOR PHASE 2 AND IN HAMPTON GROVE NORTH SUBDIVISIONS
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



REQUEST FOR SEALED BIDS

SB # FY2015-06-050

DUE: Thursday, June 25, 2015, no later than 2:00 p.m. (CST)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION

AND IN HAMPTON GROVE NORTH SUBDIVISION

The City of Bartlett is seeking bids to remove and replace a portion of the concrete driveway at Bartlett Fire Station number 2 in accordance to the following bid specifications.

Attachment: bid document --scanned (1540 : Bid for Bond Work in Gaillyn Manor Phase 2 Subdivision and in Hampton Grove North)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **June 25, 2015**. Sealed bids are to be marked **"FY2015-06-050 Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North Subdivision"** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. There is no fee to obtain bid documents; however bidders must email the intent to bid. If further information is desired, please contact Wade Towles, P.E. at 901-385-6499 or by email at wtowles@cityofbartlett.org.

Please quote prices on attached sheet

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

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INSTRUCTIONS TO BIDDER**PROJECT SCOPE**

The Purpose of this Project is to complete some of the remaining unfinished subdivision development work items in the **Gailyn Manor Phase-2 Subdivision and in the Hampton Grove North Subdivision**. The project in Gailyn Manor Phase 2 shall consist of a detention basin cleanup and grading as per the design plans, construction of a 4 foot side concrete swale in the basin, erosion control measures, sod and other work as described in the Special Conditions. The project in Hampton Grove North shall consist of the partial filling-in and grading of a temporary sediment basin, some clearing of trees and underbrush, installation of seeding/mulch and/or sod, erosion control measures, and other activities as noted in the Special Conditions.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

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

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

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

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

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

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

License: **Name of Project**
 Date of Bid Opening
 Name of Contractor/Company
 Tennessee License Number and Classification, if Bid Exceeds
 \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

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

6. **COLLUSIVE AGREEMENTS**

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

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

8. **UNIT PRICES**

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

9. **CORRECTIONS**

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

10. **TIME FOR RECEIVING BIDS**

a. Bids received prior to **2:00 P.M. June 25, 2015** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. 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.

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements

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

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) 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 or material change in 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 may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation - 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.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

A.4 Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Contractor's 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; XCU (Explosion, Collapse, and underground)

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **ninety (90) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, **Wade Towles, PE**, at 901-385-6499 or by email at wtowles@cityofbartlett.org, to address any questions.

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.

GC-3

Attachment: bid document --scanned (1540 : Bid for Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

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

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or 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".

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 a) To any preference, priority or allocation order duly issued by the Government;

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

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CONTRACT MONITORING

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

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

Company Name: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

CM-1

Attachment: bid document --scanned (1540 : Bid for Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North)

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?

3. How is Title VI information disseminated to new/current employees? _____

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

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

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

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

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

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

Name of Authorized Official

Date

Title VI Plan-2

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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

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

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

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

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased for \$15.00 each from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499.
2. Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 prior to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
3. Contractor shall submit tickets prior to payment for all items that are not paid on a LUMP SUM basis and only the actual amount used on the project will be considered for payment.
4. In Gailyn Manor Phase 2 basin the contractor shall use all of the available/usable dirt excavated from the bottom of the basin to dress up the slopes to a minimum of 4:1, all unusable material (including the broken concrete and/or rip rap) shall be hauled off and properly disposed of by the contractor.
5. In Gailyn Manor Phase 2 the Contractor shall be responsible for the staking of the four property corners of Lot E where the detention basin is located and shall also be responsible for the field survey and staking required so the detention basin is graded to the elevations as shown on the approved plans. This cost will not be paid for as a separate line item and shall be included in the other bid items shown in BT-1.
6. In Hampton Grove North the contractor shall use all of the available/usable dirt excavated from the adjacent lots, Lots 67-69 to fill in the sediment basin so it does not retain any water and to raise the berm to direct the drainage from structure 1 to flow into the drainage creek. All trees and bush material shall be hauled off and properly disposed of by the contractor.
7. In Hampton Grove North the Contractor shall be responsible for the staking of the rear property corners of Lots 67-69 and shall also be responsible for the field survey and staking required so the sediment basin work is located totally off these lots, when finished, as shown on the approved plans. This cost will not be paid for as a separate line item and shall be included in the other bid items shown in BT-2.
8. **Acknowledgement of Each Applicable Addendum shall be shown on the outside of the bid envelope the contractor submits to the City of Bartlett.**

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS THAT ARE NOT FOUND IN THE CITY OF BARTLETT TECHNICAL SPECIFICATIONS.

GAILYN MANOR PHASE 2 work items:

Item 1: Detention basin cleanup and Grading. Shall include all labor, materials and equipment necessary for the Contractor to clean and grade the existing detention basin. The basin shall be completely cleaned out of all debris including the broken concrete/rip rap and silt buildup down to the proposed elevations as based on the approved plans. All of the available/usable dirt excavated from the bottom of the basin shall be used to dress up the detention basin banks to a minimum of 4:1 and the cross-slopes within the basin are no less than 1% to the concrete swale (separate concrete swale bid item). Contractor shall be responsible for surveying to achieve this result and providing the as-built survey by a Surveyor Licensed to practice in the State of Tennessee to the City before installing sod. Sod all disturbed areas (see separate sod bid item). All detention basin work will be inspected by both Engineering and Public Works prior to acceptance by the City. Acceptable quality will be a smooth grass surface that can be mowed using riding mowers. The cost associated with mobilization, traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs on Shira), and the construction entrance on Shira Drive should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment, and erosion control and excluding sod covered in separate bid item. **See SCS-3.**

Item 2: Concrete Swale: Once the basin has been properly re-graded, construct a 4' wide concrete swale approximately 85 feet long per the details provided in this specification package. Concrete shall be 4,000 PSI limestone with fibermesh. The concrete swale shall be constructed in a straight line from the flow line of the 48" headwall at Structure # 43 to the flow line of the outlet control structure located at Structure # 44 and also shall include a 12" high coping wall along the southern side of the concrete swale to help direct the drainage flow into the concrete swale for a minimum distance of 20 feet from Structure #43. Bid as a Lump Sum including all labor, materials, equipment. **See SCS-5.**

Item 3: SOD shall include all labor, materials and equipment to install sod at all disturbed areas and any other locations shown on the plans or as directed by the engineer. This includes the area between the curb and sidewalk in front of the detention basin, where contractor shall grade the area prior to sodding. This also includes clearing out the grass growing in the sidewalk cracks. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Sod shall be rolled as necessary for a smooth surface for future grounds maintenance operations. The acceptance process of the sod is synonymous with acceptance of the detention basin. Refer to:

[<http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf>].
 Bid as a unit price per **SQUARE YARD** of **SOD** installed including all labor, material, and equipment complete and in place (delivery tickets required).

Item 4: CLASS 'C' RIP RAP will include all labor, materials and equipment to install **CLASS 'C' RIP RAP** as directed by the Engineer relative to the downstream swale. This is intended to be for the downstream swale below the detention basin outlet. Riprap shall conform with section 2408 of the City of Memphis standard construction specifications. Class "C" will comply with Grade "C" in said specifications. Bid as a unit price per each **TON** of **CLASS 'C' RIP RAP** installed complete and in place (delivery tickets required).

Item 5: 4' TALL CHAIN LINK FENCE: Construct a standard 4' high chain link fence at the headwall located at Structure # 43 which is a 48" RCP for safety purposes. This is the inflow structure located inside the basin. The 4 foot tall chain link fence shall be installed across the headwall and down each wing wall and the posts shall either be core drilled to a depth of 5 inches deep into the existing concrete and fastened in with epoxy cement or the posts shall be anchored into concrete adjacent to the existing concrete headwall and wing walls. Bid as a Lump Sum including all labor, materials, and equipment. See Exhibit A and E.

Item 6: 4' TALL CHAIN LINK FENCE: Construct a standard 4' high chain link fence at the headwall located on the outlet pipe from the detention basin and shown as Structure #45 which is a 48" RCP for safety purposes. This work shall also include the removal and disposal of the existing trees near the headwall structure and the existing rip rap. The 4 foot tall chain link fence shall be installed across the headwall and down each wing wall and the posts shall either be core drilled to a depth of 5 inches deep into the existing concrete and fastened in with epoxy cement or the posts shall be anchored into concrete adjacent to the existing concrete headwall and wing walls. Bid as a Lump Sum including all labor, materials, and equipment. See Exhibit A and E.

Item 7: EROSION CONTROL---OUTLET STRUCTURE will include all labor, materials and equipment to install the block and gravel inlet protections shown in SCS-4 on the outlet control structure located in the detention basin and also shown as Structure #44, as directed by the Engineer. Bid as a Lump Sum including all labor, materials, and equipment. See SCS-4 for phasing of work associated with the erosion control efforts.

HAMPTON GROVE NORTH-work items:

Item 1 Sediment Basin—Filling and Grading. Shall include all labor, materials and equipment necessary for the Contractor to fill and grade the existing sediment basin so it will not hold any water in any area of the basin. The sediment basin area shall be filled in a manner to block the drainage (about 30' x 50' area) from entering the basin area from headwall # 1 and shall direct the water to flow to the channel as shown on the approved plans and the contractor shall modify the outfall from headwall # 1 to provide a channel to drain the water to the channel. The intent here is to ensure an initial positive slope for any runoff north of the headwall to flow to the north, yet leaving as much of the existing basin bottom alone. This fill shall not exceed 3' in depth at the south end of this area and the slope shall be consistent to the north until the fill stops. No trees over 6" DBH should have to be removed for this work. The Contractor shall clear the trees as required along the rear of lots 67-69 in order to bring in the fill required to grade the sediment basin to drain. Any equipment used inside the basin shall travel only on the east side from one end to the other to minimize disturbance. There is some fill dirt that has been stockpiled at the rear of lots 67-69 and the Contractor shall only remove what is required to fill and grade the basin and the maximum amount of fill to be obtained from the lots is 1.5 feet. The area disturbed on lots 67-69 shall be dressed down as directed by the Engineer and shall be seeded and mulched (seeding and mulch is paid for under a separate bid item). The cost associated with mobilization, traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs on Shira), and the construction entrance on Shira Drive should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment and excluding additional riprap.

ACCESS: Contractor is asked to limit the access for all equipment from the street to the rear lot line area to a 20' wide strip along the south lot line of lot 69. Builders have been advised of this work and will not be in the way. Access route is to be restored upon project completion and re-sodded.

CAUTION Existing Cables:

- There is a buried fiber optic cable along the rear of each lot with at least one buried cable marker visible. ATT has advised that cable is approximately 24" deep and was placed in 2006.
- There also appears to be a CATV cable,
- This information shall not relieve the contractor from the responsibility of requesting a full utility locate prior to starting work. Contractor shall hand dig to expose all marked cables where they will be crossed with equipment to verify actual depth and shall be responsible for any remedial measures to protect the cables from the contractor's equipment traffic.

Item 2: Seeding and Mulching, Temporary and/or Permanent Refer to City of Bartlett Technical specifications section 12 Grading paragraph 15 for specifications regarding this item. Any permanent seeding shall be fully mature prior to acceptance and prior to contract completion date Bid as a unit price per **SQUARE YARD** of Seeding and Mulching, Temporary and/or Permanent installed including all labor, material, and equipment complete and in place

Item 3: SOD shall include all labor, materials and equipment to install sod at all disturbed areas and any other locations shown on the plans or as directed by the engineer. There is a public area just north of Lot 70 where sidewalk has already been placed. The area between the curb and sidewalk shall be graded and re-sodded. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Sod shall be rolled as necessary for a smooth surface for future grounds maintenance operations. The acceptance process of the sod is synonymous with acceptance of the detention basin. Refer to <http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf>. Bid as a unit price per **SQUARE YARD** of **SOD** installed including all labor, material, and equipment complete and in place – delivery tickets required.

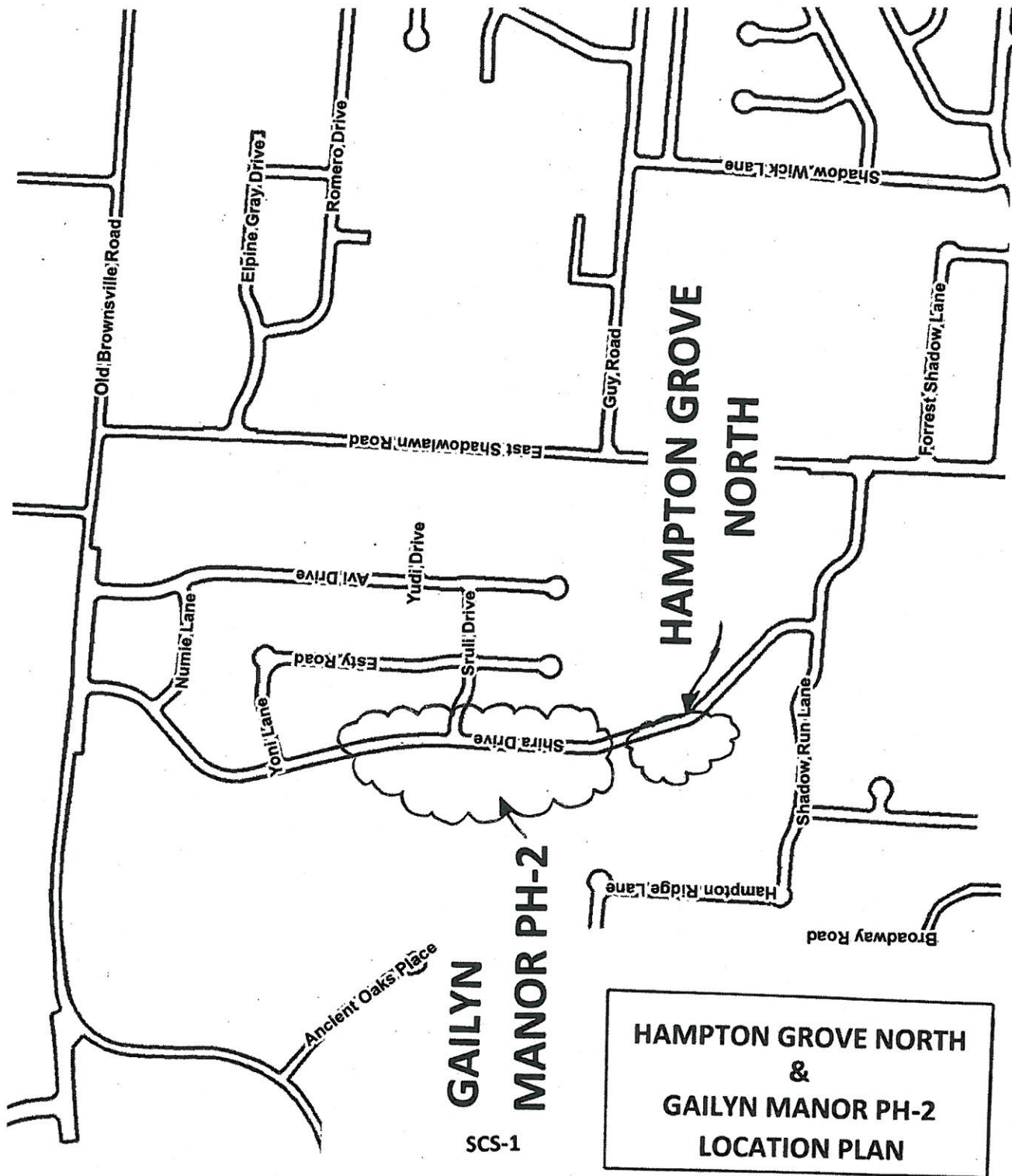
Item 4: CLASS 'C' RIP RAP will include all labor, materials and equipment to install **CLASS 'C' RIP RAP** as shown in the drawings or as directed by the Engineer. This is intended to be for the downstream swale below the detention basin outlet. Riprap shall conform with section 2408 of the City of Memphis standard construction specifications. Class "C" will comply with Grade "C" in said specifications. Bid as a unit price per each **TON** of **CLASS 'C' RIP RAP** installed complete and in place – delivery tickets required.

Item 5 SILT FENCE – EROSION CONTROL will include all labor, materials and equipment to install, maintain and dispose of collected silt and other debris at locations as shown on the plans. Installation shall conform to the requirements of the "best management practices" as defined in the Tennessee Erosion and Sediment Control Handbook a guide for Protection of State Waters through the use of Best Management Practices during Land Disturbing Practices, as published by the Tennessee Department of the Environment and Conservation. (Current Edition) Silt Fence will be type "C" (metal posts with wire backing) and will be "SAFETY ORANGE" in color. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove silt fence and stabilize disturbed area with sod or seed and mulch prior to completion of the project. Sod or seed and mulch will be paid under separate item. The Owner has prepared a Storm Water Pollution and Prevention Plan (SWPPP) in accordance with the requirements of the Tennessee Department of Environment and Conservation (TDEC). Owner will pay all filing fees associated therewith. Contractor will comply with the requirements of said SWPPP and will become party thereto. Said SWPPP is included in the appendix of this document and is incorporated as part of this agreement by reference. Contractor shall be considered as the "operator" under said plan and will comply with the reporting requirements as required by TDEC. Cost of such shall be considered incidental to this item. Payment will be made at the unit price per **LINEAR FOOT** of **SILT FENCE – EROSION CONTROL** installed, in place and removed from the project.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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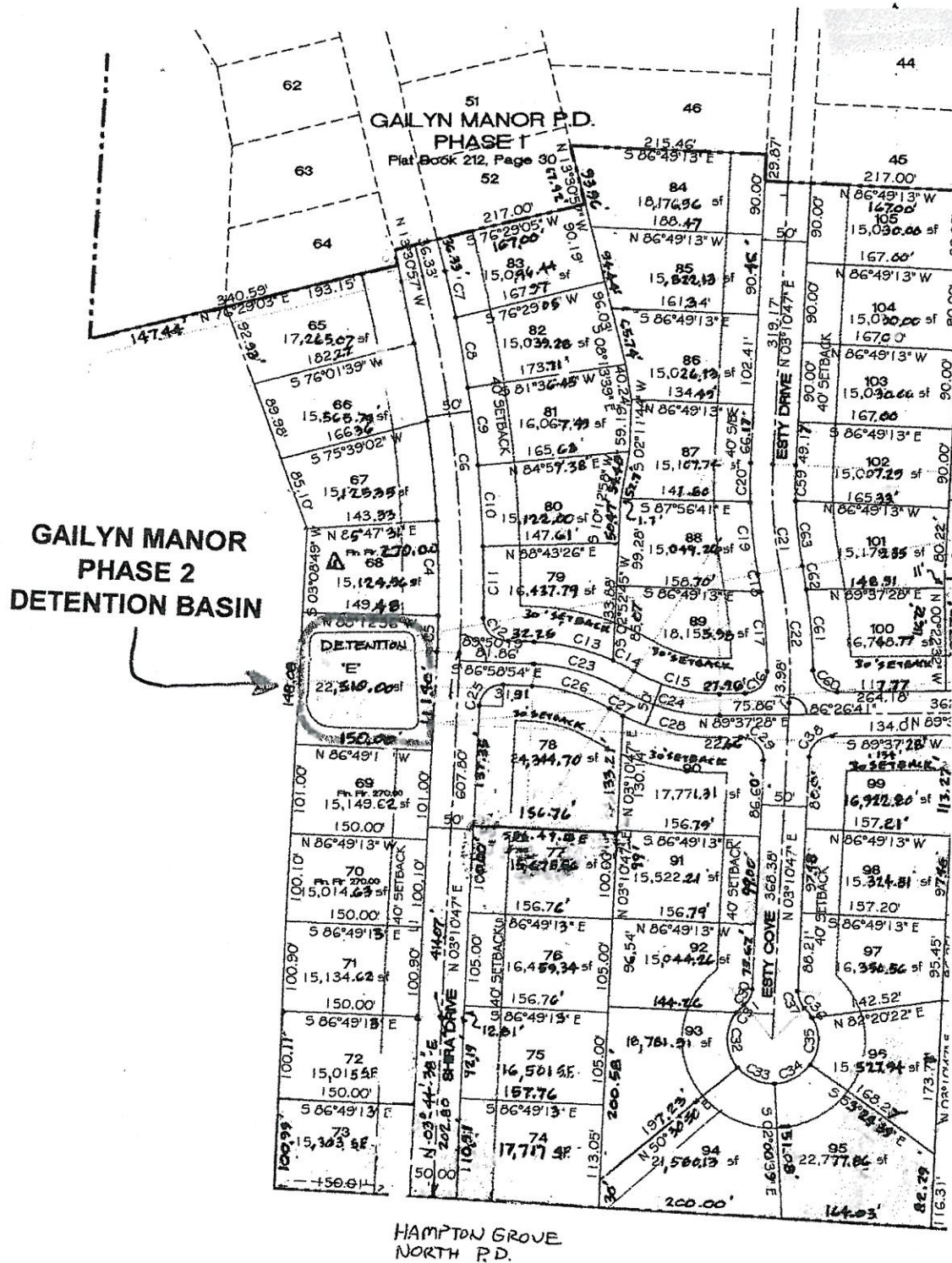
Due Date: June 25, 2015



BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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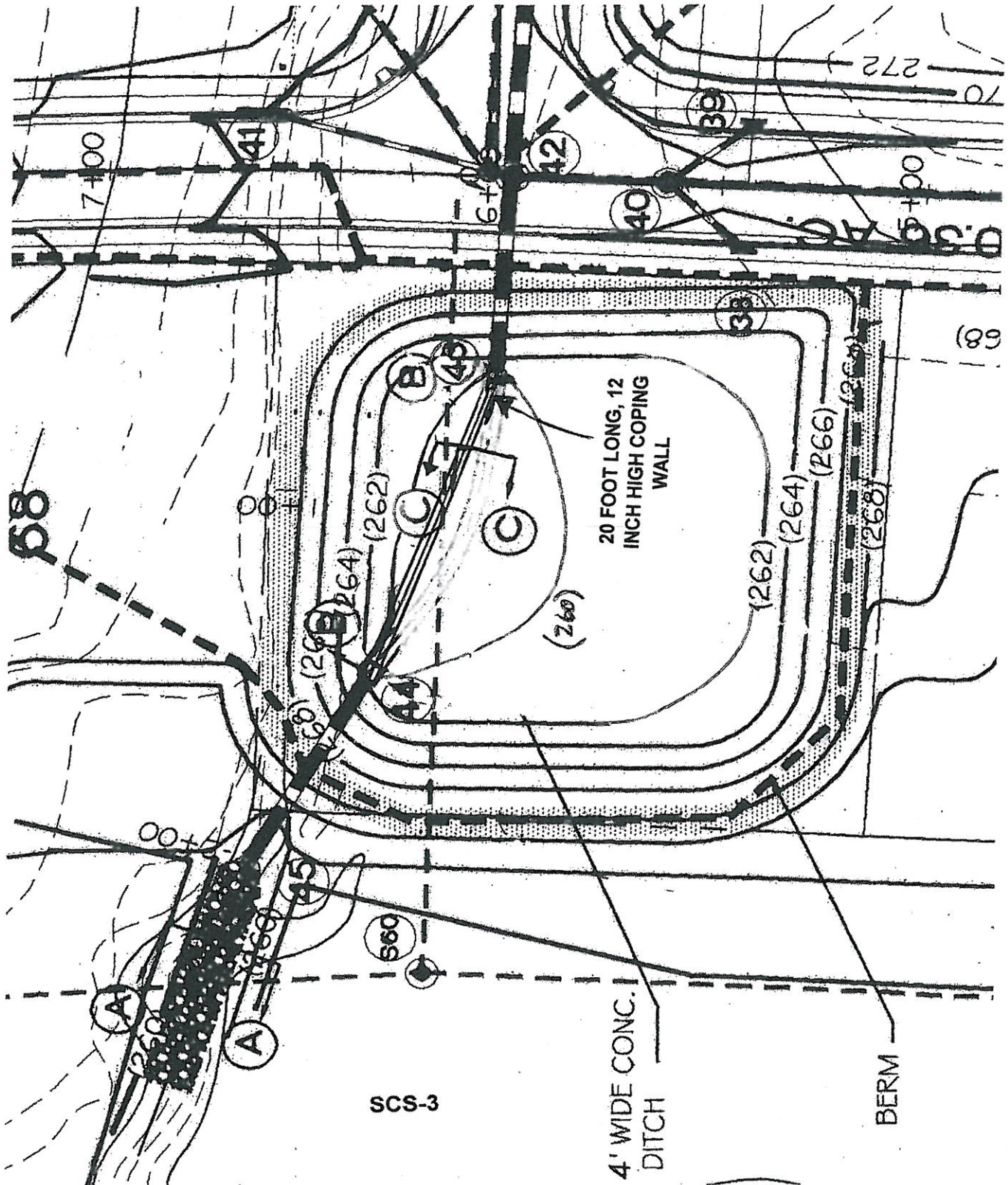


SCS-2

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

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BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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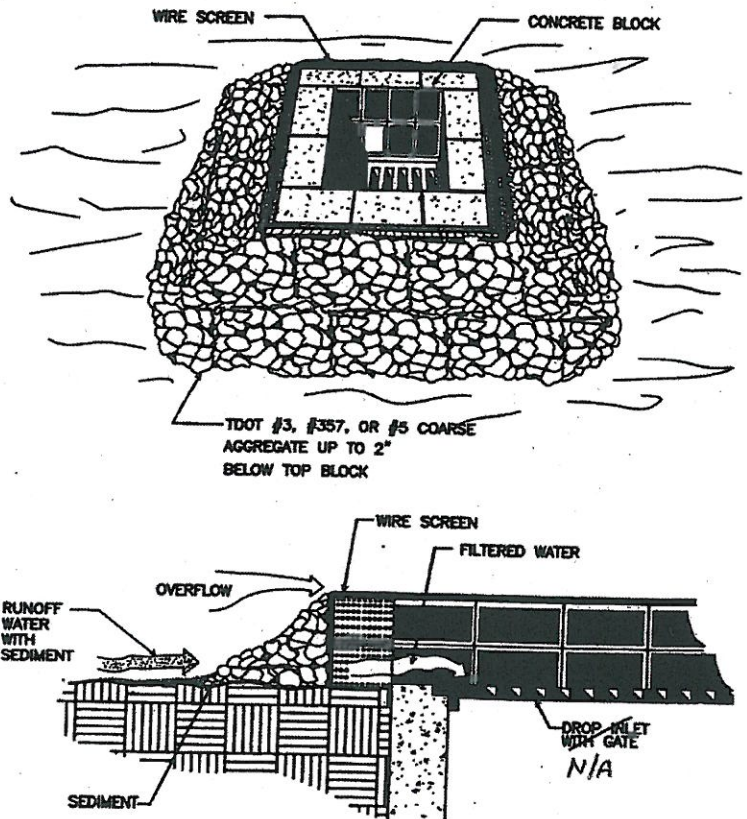
Erosion Control Ph-1

1. Remove existing rock check dam
2. Install wire backed silt fence with metal posts just outside the concrete apron starting on the north side of the outlet structure and circling around to the south side of the structure.
3. Place concrete blocks inside the silt fenced area to support the 'fence' against the aggregate
4. place TDOT #3, #357, or #5 Coarse aggregate 36" high
5. Excavate all silt from basin outside this barrier
6. construct concrete swale to a point within 5' of the erosion control barrier
7. re-grade basin as necessary to achieve design contours
8. place sod over entire disturbed area of basin less a small area around the outlet structure.

Erosion Control Ph-2

watch the weather and when a period is predicted with at least 5 days of no heavy rain:

8. remove the erosion control barrier;
9. excavate as necessary;
10. construct the remaining portion of the concrete swale; and
11. sod the remaining portion of the disturbed area.

Block and Gravel Inlet Protection - IP-BG

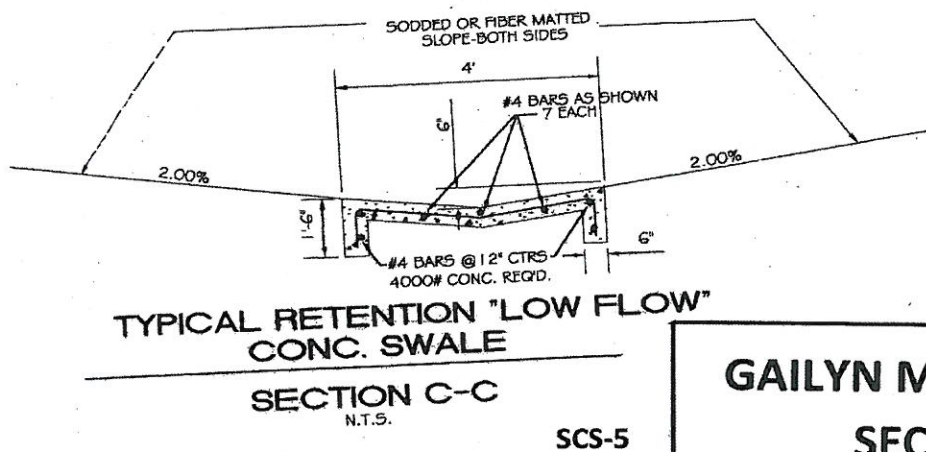
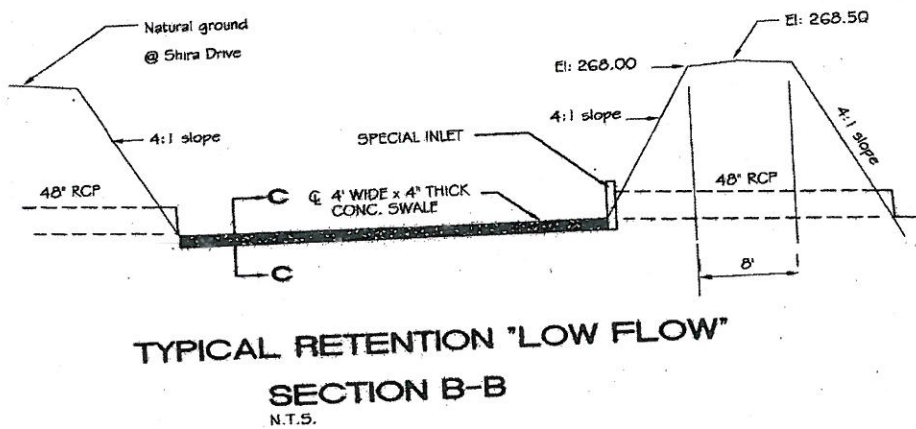
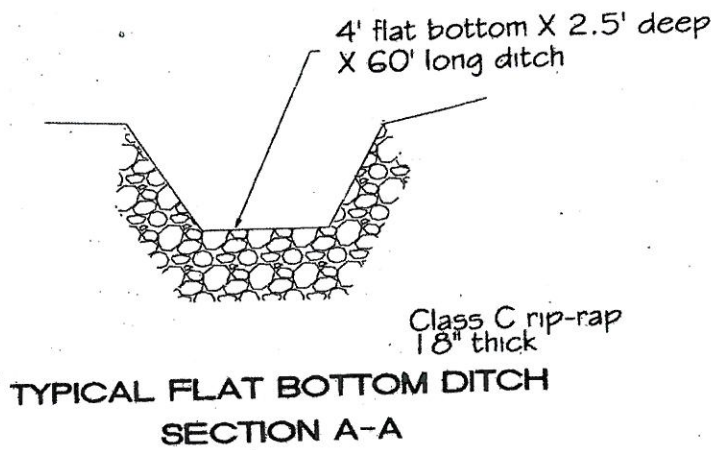
GAILYN MANOR PH-2 EROSION CONTROL

SCS-4

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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Due Date: June 25, 2015



**GAILYN MANOR PH-2
SECTIONS**

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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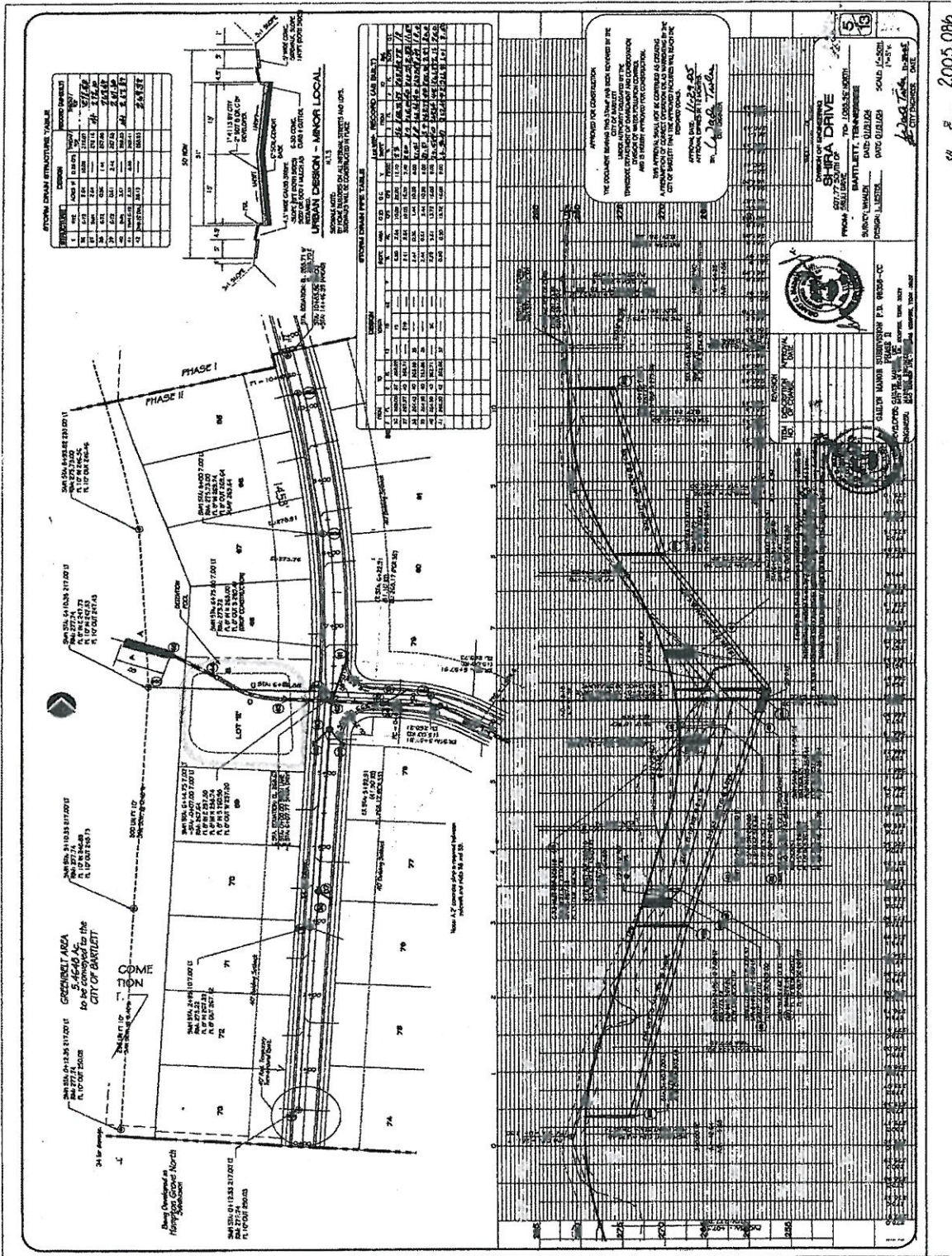


SCS-6

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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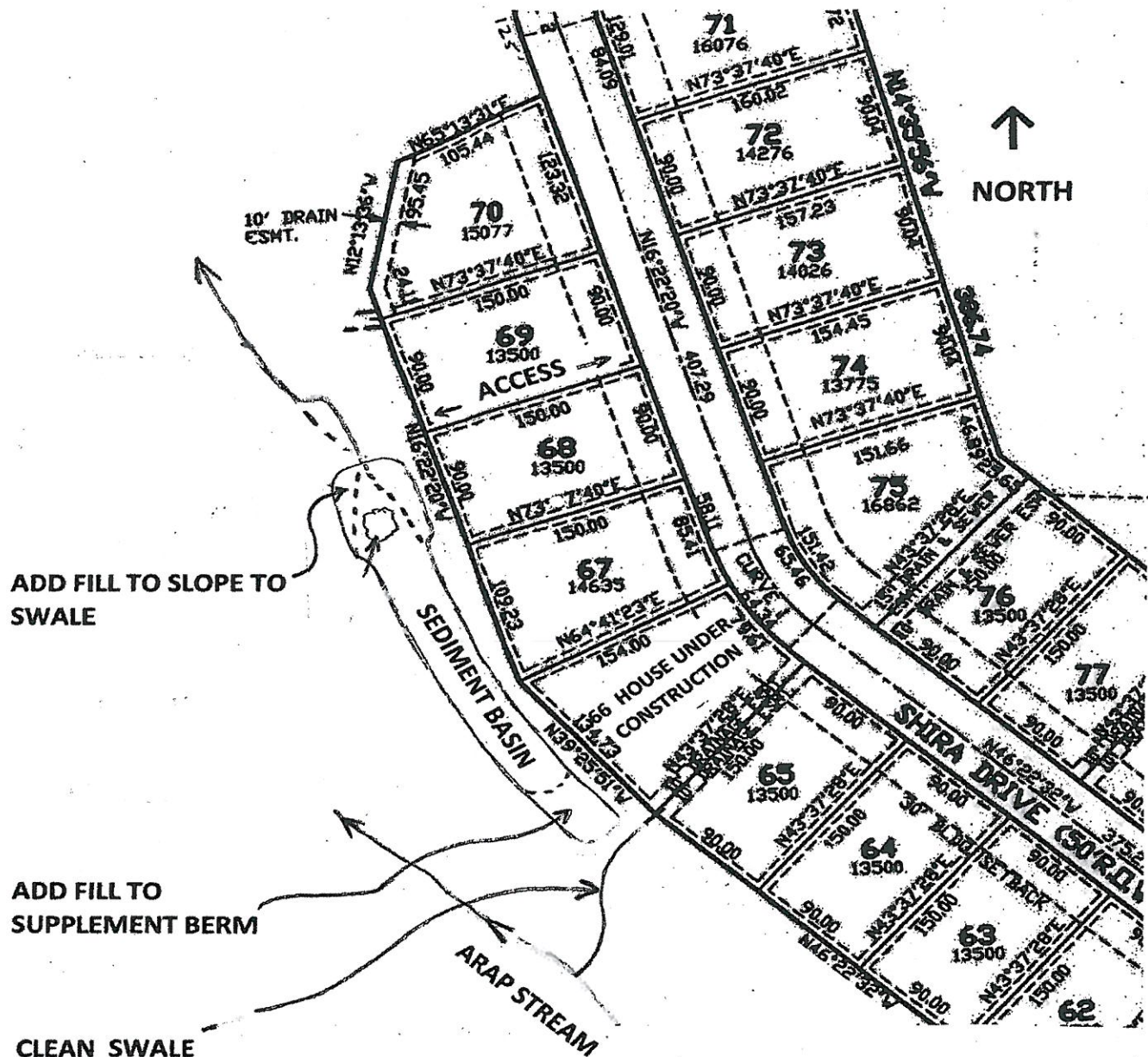


SCS-7

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

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HAMPTON GROVE NORTH KEYNOTES

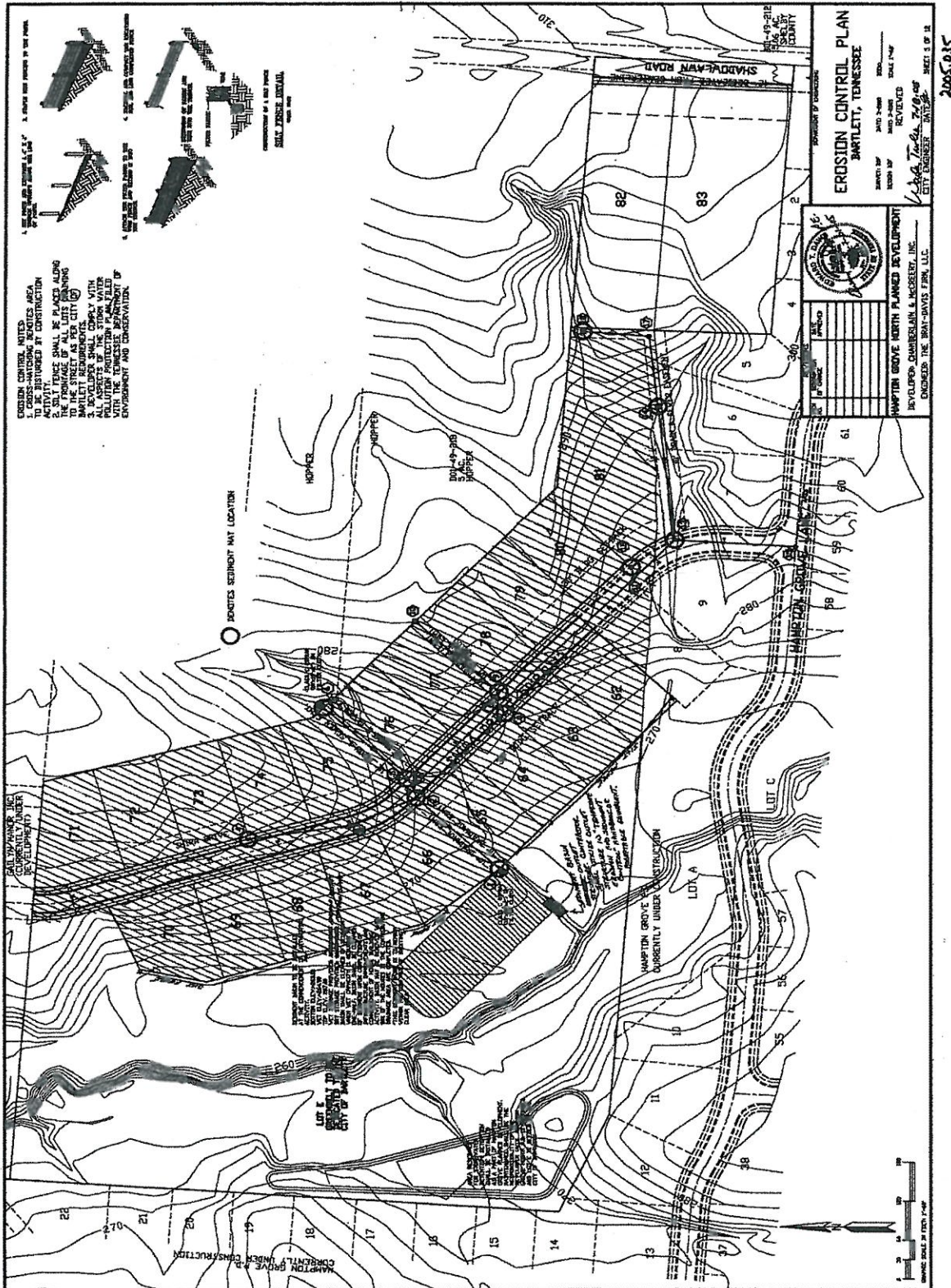
SCS-10

SCALE 1 : 100

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

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SCS-12

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

GAILYN MANOR PHASE 2 PLANNED UNIT DEVELOPMENT BOND WORK

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Detention Basin Cleanup and grading	LS	1		
2	Concrete Swale (4 feet wide)	LS	1		
3	Sod (delivery tickets required)	SY	3,500		
4	Class "C" Rip Rap (delivery tickets required)	TON	50		
5	4' Tall Chain Link Fence at Headwall—Structure # 43	LS	1		
6	4' Tall Chain Link Fence at Headwall—Structure # 44	LS	1		
7	Erosion Control—Outlet Structure	LS	1		
Gailyn Manor Phase 2 Bid Total					

TOTAL BID AMOUNT FOR Gailyn Manor Phase 2 PROJECT IN WORDS : _____

Contractor

Telephone Number

Authorized Representative

Date

Print Name

BT-1

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

HAMPTON GROVE NORTH PLANNED UNIT DEVELOPMENT BOND WORK					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Sediment Basin – Filling and Grading	LS	1		
2	Seeding & Mulching, Temporary and/or Permanent	SY	2,500		
3	Sod (delivery tickets required)	SY	2,500		
4	Class "C" Rip Rap (delivery tickets required)	TON	50		
5	Silt Fence with steel posts	LF	500		
Hampton Grove North Bid Total					

TOTAL BID AMOUNT FOR Hampton Grove North PROJECT
 IN WORDS : _____

TOTAL BASE BID FOR GAILYN MANOR PHASE 2 AND HAMPTON GROVE NORTH PROJECT:

\$ _____ IN WORDS: _____

 Contractor

 Telephone Number

 Authorized Representative

 Date

 Print Name

BT-2

BID SUBMITTAL FORM

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

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

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

BSF-1

Attachment: bid document --scanned (1540 : Bid for Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

PERFORMANCE PAYMENT BOND

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

called "Principal" and _____ of _____
 (Surety)

_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
 (Owner)

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

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

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

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

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

PPB-1

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

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:

 Pint Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

PPB-2

Attachment: bid document --scanned (1540 : Bid for Bond Work in Gaillyn Manor Phase 2 Subdivision and in Hampton Grove North)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

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.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

NOTICE OF AWARD

To:

PROJECT Description: FY2015-06-050 Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North Subdivision

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2015 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2015.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

NOTICE TO PROCEED

TO:

**PROJECT: FY2015-06-050 Bond Work in Gailyn Manor Phase 2 Subdivision and
 in Hampton Grove North Subdivision**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015, on or before _____, 2015 and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2015.

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: _____

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

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

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.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

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.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015 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:

The CONTRACTOR will commence and complete the construction of : FY2015-06-050 Bond Work in Gailyn Manor Phase 2 Subdivision and in Hampton Grove North Subdivision

1. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

(J) Notice of Award

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through _____, and
dated _____, 2015.

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

(O) ADDENDA:

NO. _____, Dated _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

6. The 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.
9. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
10. The City will provide the contractor with up to (3) three sets of plans and specifications
Any additional sets will be provided at the cost of reproduction.

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

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 McDonaldTITLE: Mayor, City of Bartlett

(SEAL)

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE:

(SEAL)

ATTEST:

NAME: _____
(Please Type)

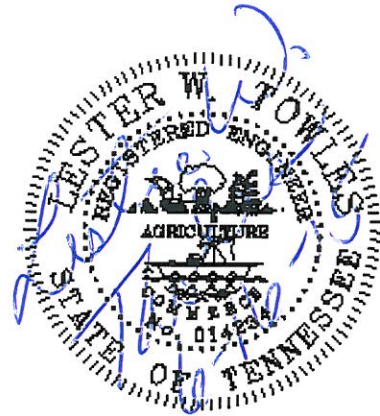
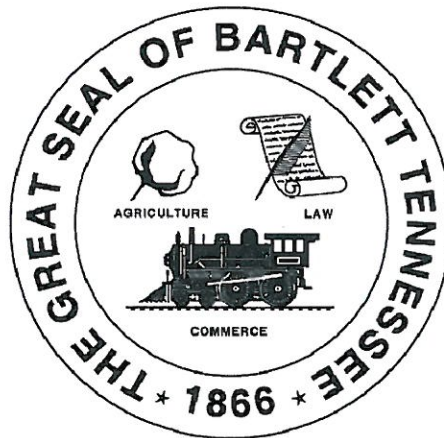
TITLE: _____

BOND WORK IN GAILYN MANOR PHASE 2 AND IN HAMPTON GROVE NORTH SUBDIVISIONS
 Sealed Bid #: FY2015-06-050
 Due Date: June 25, 2015

CITY OF BARTLETT

**FINANCE DEPARTMENT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

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



ADDENDUM # 1

SB # FY2015-06-050

DUE: Thursday, June 25, 2015, no later than 2:00 p.m. (CST)

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION

AND IN HAMPTON GROVE NORTH SUBDIVISION

June 16, 2015

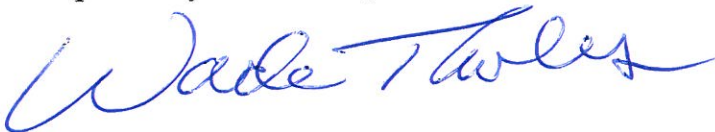
The following clarifications and changes shall be made a part of the Contract Documents.

- 1) The 4 foot wide concrete swale in the Gailyn Manor detention basin is existing and shall remain in place.
- 2) The existing concrete swale in the Gailyn Manor detention basin is covered up with the silt and sediment that has settled in the basin. The contractor shall regrade the bottom of the basin using this existing concrete swale as grade and slope the bottom of the basin upward at a 1.0% grade.
- 3) Project manual page IB-1 – delete the page in its entirety and replace with the revised page IB-1R attached to this addendum.
- 4) Project manual page SC-2 and SC-3 – delete these pages in their entirety and replace with the revised pages SC-2R and SC-3R attached to this addendum.
- 5) Project manual page SCS-3– delete the page in its entirety and replace with the revised page SCS-3R attached to this addendum.
- 6) Project manual page BT-1and BT-2 – delete these pages in their entirety and replace with the revised pages BT-1R and BT-2R attached to this addendum. All bids shall be submitted on BT-1R and BT-2R.
- 7) Project manual page BSF-1 – delete the page in its entirety and replace with the revised page BSF-1R attached to this addendum.

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

NOTE: Contractor must acknowledge the receipt of this Addendum No. 1 on the outside of the sealed envelope.

Respectfully submitted,



Wade Towles, P.E.
Assistant City Engineer
City of Bartlett
Phone: 901-385-6499
Email: wtowles@cityofbartlett.org

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Purpose of this Project is to complete some of the remaining unfinished subdivision development work items in the **Gailyn Manor Phase-2 Subdivision and in the Hampton Grove North Subdivision**. The project in Gailyn Manor Phase 2 shall consist of a detention basin cleanup and grading as per the design plans, erosion control measures, sod and other work as described in the Special Conditions. The project in Hampton Grove North shall consist of the partial filling-in and grading of a temporary sediment basin, some clearing of trees and underbrush, installation of seeding/mulch and/or sod, erosion control measures, and other activities as noted in the Special Conditions.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

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

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS THAT ARE NOT FOUND IN THE CITY OF BARTLETT TECHNICAL SPECIFICATIONS.

GAILYN MANOR PHASE 2 work items:

Item 1: Detention basin cleanup and Grading. Shall include all labor, materials and equipment necessary for the Contractor to clean and grade the existing detention basin. The basin shall be completely cleaned out of all debris including the broken concrete/rip rap and silt buildup down to the proposed elevations as based on the approved plans. All of the available/usable dirt excavated from the bottom of the basin shall be used to dress up the detention basin banks to a minimum of 4:1 and the cross-slopes within the basin are no less than 1% from the existing concrete swale in the bottom of the basin. If any of the existing concrete swale is damaged by the contractor performing the grading of the basin, the concrete swale shall be repaired using the details shown on SCS-5 and shall not be paid for as a separate item, but will totally be the responsibility of the contractor. Contractor shall be responsible for surveying to achieve this result and providing the as-built survey by a Surveyor Licensed to practice in the State of Tennessee to the City before installing sod. Sod all disturbed areas (see separate sod bid item). All detention basin work will be inspected by both Engineering and Public Works prior to acceptance by the City. Acceptable quality will be a smooth grass surface that can be mowed using riding mowers. The cost associated with mobilization, traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs on Shira), and the construction entrance on Shira Drive should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment, and erosion control and excluding sod covered in separate bid item. See SCS-3.

Item 2: SOD shall include all labor, materials and equipment to install sod at all disturbed areas and any other locations shown on the plans or as directed by the engineer. This includes the area between the curb and sidewalk in front of the detention basin, where contractor shall grade the area prior to sodding. This also includes clearing out the grass growing in the sidewalk cracks. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Sod shall be rolled as necessary for a smooth surface for future grounds maintenance operations. The acceptance process of the sod is synonymous with acceptance of the detention basin. Refer to:

[<http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf>].

Bid as a unit price per **SQUARE YARD** of **SOD** installed including all labor, material, and equipment complete and in place (delivery tickets required).

SC-2R

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION
Sealed Bid #: FY2015-06-050
Due Date: June 25, 2015

Item 3: CLASS 'C' RIP RAP will include all labor, materials and equipment to install **CLASS 'C' RIP RAP** as directed by the Engineer relative to the downstream swale. This is intended to be for the downstream swale below the detention basin outlet. Riprap shall conform with section 2408 of the City of Memphis standard construction specifications. Class "C" will comply with Grade "C" in said specifications. Bid as a unit price per each TON of **CLASS 'C' RIP RAP** installed complete and in place (delivery tickets required).

Item 4: 4' TALL CHAIN LINK FENCE: Construct a standard 4' high chain link fence at the headwall located at Structure # 43 which is a 48" RCP for safety purposes. This is the inflow structure located inside the basin. The 4 foot tall chain link fence shall be installed across the headwall and down each wing wall and the posts shall either be core drilled to a depth of 5 inches deep into the existing concrete and fastened in with epoxy cement or the posts shall be anchored into concrete adjacent to the existing concrete headwall and wing walls. Bid as a Lump Sum including all labor, materials, and equipment. See Exhibit A and E.

Item 5: 4' TALL CHAIN LINK FENCE: Construct a standard 4' high chain link fence at the headwall located on the outlet pipe from the detention basin and shown as Structure #45 which is a 48" RCP for safety purposes. This work shall also include the removal and disposal of the existing trees near the headwall structure and the existing rip rap. The 4 foot tall chain link fence shall be installed across the headwall and down each wing wall and the posts shall either be core drilled to a depth of 5 inches deep into the existing concrete and fastened in with epoxy cement or the posts shall be anchored into concrete adjacent to the existing concrete headwall and wing walls. Bid as a Lump Sum including all labor, materials, and equipment. See Exhibit A and E.

Item 6 EROSION CONTROL---OUTLET STRUCTURE will include all labor, materials and equipment to install the block and gravel inlet protections shown in SCS-4 on the outlet control structure located in the detention basin and also shown as Structure #44, as directed by the Engineer. Bid as a Lump Sum including all labor, materials, and equipment. See SCS-4 for phasing of work associated with the erosion control efforts.

SC-3R

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

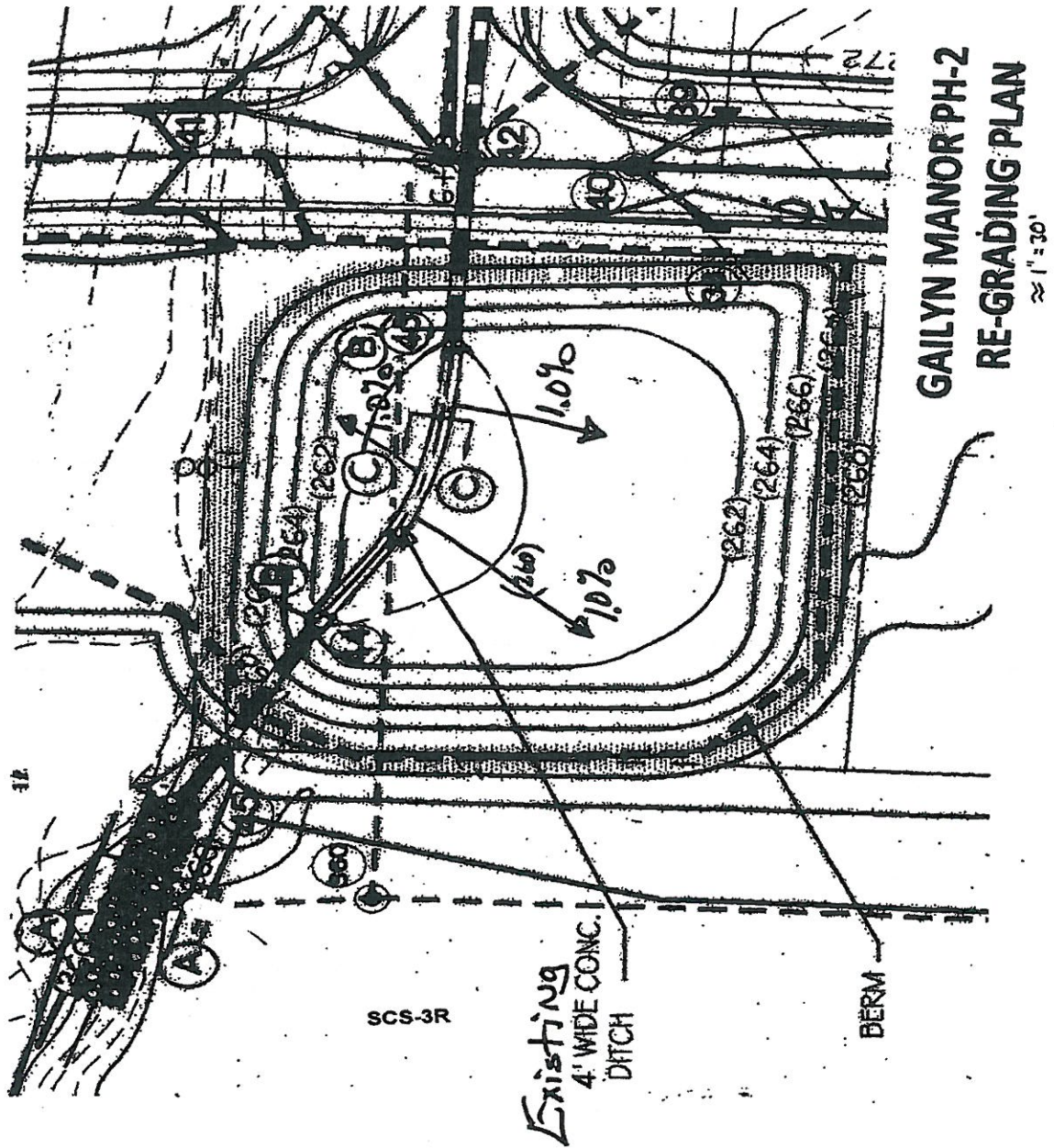
Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015



BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

GAILYN MANOR PHASE 2 PLANNED UNIT DEVELOPMENT BOND WORK

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Detention Basin Cleanup and grading	LS	1		
2	Sod (delivery tickets required)	SY	3,500		
3	Class "C" Rip Rap (delivery tickets required)	TON	50		
4	4' Tall Chain Link Fence at Headwall—Structure 43	LS	1		
5	4' Tall Chain Link Fence at Headwall—Structure 44	LS	1		
6	Erosion Control—Outlet Structure	LS	1		
Gailyn Manor Phase 2 Bid Total					

TOTAL BID AMOUNT FOR Gailyn Manor Phase 2 (BT-1R)
PROJECT IN WORDS : _____

 Contractor

 Telephone Number

 Authorized Representative

 Date

 Print Name

BT-1R

BOND WORK IN GAILYN MANOR PHASE 2 SUBDIVISION AND IN HAMPTON GROVE NORTH SUBDIVISION

Sealed Bid #: FY2015-06-050

Due Date: June 25, 2015

HAMPTON GROVE NORTH PLANNED UNIT DEVELOPMENT BOND WORK

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Sediment Basin – Filling and Grading	LS	1		
2	Seeding & Mulching, Temporary and/or Permanent	SY	2,500		
3	Sod (delivery tickets required)	SY	2,500		
4	Class "C" Rip Rap (delivery tickets required)	TON	50		
5	Silt Fence with steel posts	LF	500		
Hampton Grove North Bid Total					

**TOTAL BID AMOUNT FOR Hampton Grove North
PROJECT (BT-2R) IN WORDS :** _____

**TOTAL BASE BID FOR GAILYN MANOR PHASE 2 (BT-1R) AND HAMPTON GROVE NORTH (BT-2R)
PROJECT:**

\$ _____ **IN WORDS:** _____

Contractor

Telephone Number

Authorized Representative

Date

Print Name

BT-2R

BID SUBMITTAL FORM

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

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

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

BSF-1R

**FY 2015-06-050 Bond Work in Gailyn Manor Subdivision and in Hampton Grove North Subdivision
BID RESULTS JUNE 25, 2015**

GAILYN MANOR PHASE 2 PLANNED UNIT DEVELOPMENT BOND WORK					Pro Site Construction	
Item No.	Description	Unit	Quantity		Unit Price	Total
1	Detention Basin Cleanup and grading	LS	1		\$16,000.00	\$16,000.00
2	Sod (delivery tickets required)	SY	3,500		\$4.00	\$14,000.00
3	Class "C" Rip Rap (delivery tickets required)	TON	50		\$55.00	\$2,750.00
4	4' Tall Chain Link Fence at Headwall—Structure 43	LS	1		\$1,062.50	\$1,062.50
5	4' Tall Chain Link Fence at Headwall—Structure 44	LS	1		\$1,062.50	\$1,062.50
6	Erosion Control—Outlet Structure	LS	1		\$900.00	\$900.00
Gailyn Manor Phase 2 Bid Total						\$35,775.00
HAMPTON GROVE NORTH PLANNED UNIT DEVELOPMENT BOND WORK					Pro Site Construction	
Item No.	Description	Unit	Quantity		Unit Price	Total
1	Sediment Basin – Filling and Grading	LS	1		\$16,000.00	\$16,000.00
2	Seeding & Mulching, Temporary and/or Permanent	SY	2,500		\$1.00	\$2,500.00
3	Sod (delivery tickets required)	SY	2,500		\$4.00	\$10,000.00
4	Class "C" Rip Rap (delivery tickets required)	TON	50		\$55.00	\$2,750.00
5	Silt Fence with steel posts	LF	500		\$4.50	\$2,250.00
Hampton Grove North Bid Total						\$33,500.00
BASE BID FOR BOTH GAILYN MANOR PHASE 2 AND HAMPTON GROVE NORTH						\$69,275.00

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/14/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

**Contract with Groundwater Institute at the University of
Memphis for wellhead protection study and other regional
work.**

**Service Agreement
Between
The University of Memphis and the City of Bartlett**

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between The University of Memphis (hereinafter "University"), a public university within the Tennessee Board of Regents System of the State of Tennessee, and the City of Bartlett (hereinafter "Bartlett").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

Article 1. For purposes of this Agreement, the following definitions apply:

- 1.1 "CAESER" shall mean the University's Center for Applied Earth Science and Engineering Research (CAESER), formerly the Ground Water Institute.
- 1.2 "Service" shall mean any work performed by CAESER for Bartlett in conjunction with the well head protection program as described in Exhibit A, attached hereto and incorporated herein by reference.

Article 2. Bartlett shall pay University an annual fee of \$16,100.00, due within thirty (30) days of execution of this Agreement, for Service performed by CAESER. Subject to Bartlett's payment of amount due to University as set forth herein, University, by and through CAESER, agrees to use reasonable efforts to complete the Service as described in Exhibit A.

Article 3. Payment under the terms of this Agreement shall be made by check payable to:

Name on check:	The University of Memphis 265 Administration Building P.O. Box 1000 Dept. 313 Memphis, Tennessee 38148-03133	Tax ID #:	62-0648618
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Reference: Waldron S1754

Article 4. The term of this Agreement shall commence on July 1, 2015 and shall expire on June 30, 2016. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of University and Bartlett.

Article 5. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that CAESER has been rendered unusable, CAESER's personnel are not available, or the activity has been cancelled due to circumstance outside the control of University. This contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the contract upon written notice to Bartlett. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

Article 6. Bartlett warrants that no amount shall be paid directly or indirectly to any officer or employee of the University/State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Bartlett in connection with any work contemplated or performed relative to this Agreement.

Article 7. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

Article 8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Neither party shall assign their rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall not be effective until approved by University's Vice President for Research or the official designee. Whenever the consent or approval of the University is required or permitted hereunder, such consent or approval must be given by University's Vice President for Research or the official designee.

Article 9. Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail or express courier, postage prepaid, return receipt requested, addressed to such other party at its respective address as follows:

If to Bartlett:

Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
(901) 385-5570

If to University with respect to all non-technical matters:

Mable Dixon
The University of Memphis
315 Administration Building
Memphis, TN 38152
(901) 678-4146 phone

If to University with respect to technical questions:

Dr. Brian Waldron
Center for Applied Earth Science and Engineering Research
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-3283

Article 10. University makes no warranties, express or implied, concerning the results of the Service provided hereunder or of the merchantability or fitness for a particular purpose of such Service. University shall not be liable for any direct, consequential, or other damages suffered by Bartlett or any other party as a result of the conduct of the Service. All warranties made or to be made in connection with the Service shall be made solely by Bartlett thereof and no such warranties shall directly or indirectly by implication obligate in any way University, the Tennessee Board of Regents, the State of Tennessee, or their officers or employees.

Article 11. Bartlett and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 12. Bartlett shall retain all records of payments pertinent to this Agreement for a minimum of three (3) years following the contract end date. Such documents and records are subject to audit, with prior notification, by the University's representative, the State of Tennessee Comptroller's Office, or their designee.

Article 13. The use by Bartlett of University's name or any other names, insignia, symbol(s), or logotypes associated with University or any variant or variants thereof in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or written consent is provided by University's Legal and Marketing Departments.

Article 14. This Agreement constitutes the entire understanding between the parties for the use of University's services, and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may be modified only by written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives.

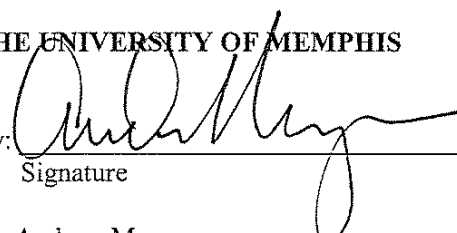
CITY of BARTLETT

By: _____
Signature

A. Keith McDonald
Mayor

Date

THE UNIVERSITY OF MEMPHIS

By: 
Signature

Andrew Meyers
Interim Vice President for Research

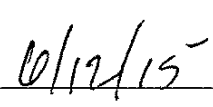

Date

EXHIBIT A

Scope of Work

The Center for Applied Earth Science and Engineering Research (CAESER), formerly the Ground Water Institute, will:

1. Continue to perform its mission to engage in applied research excellence, education, and leadership toward sustaining community ground water resources;
2. Maintain the City of Bartlett's Wellhead Protection Plan by:
 - a. updating the protection Zones 1 and 2 as a result of any added or abandoned wells during 2014;
 - b. conducting an inventory of potential contaminant source sites that fall within and directly outside the Zone 1 and 2 areas; and
 - c. accurately locate to survey accuracy the location and elevation of production and observation wells.
3. Provide expertise to the City of Bartlett in matters dealing with ground water within the scope and mission of CAESER.
4. Provide input to educational material for the elected leaders and citizens of the City of Bartlett concerning the status of the aquifer, the well head protection program, or aquifer protection.
5. Seek out external funding to support CAESER's mission and support ground water awareness and sustainability.

Regarding development of the wellhead protection document for the City of Bartlett (see task 2), a comprehensive report will be provided to the City of Bartlett in November for review before submittal to the State of Tennessee only if new wells were installed or if any wells were abandoned during 2014. Development of Zone 1 and Zone 2 areas will be conducted using the EPA certified WHPA program. If no changes to the well fields occurred, a contaminant source inventory of sites identified during our windshield survey in 2015 will be provided for submittal to the State of Tennessee.

By May 1, 2015, the City of Bartlett will need to provide the Center for Applied Earth Science and Engineering Research a list of installed or abandoned wells and any change in pump rates that occurred during 2014.

Timeline and budget

This contract will begin July 1, 2015 and end June 30, 2016. The budget total is \$16,100. These dollars will be used to cover professional services, supplies, and funding for students toward the tasks outlined above.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Contract for engineering work for widening of Old Brownsville Road from Austin Peay Highway to Kirby-Whitten Road.

Attached is the fee proposal for the engineering necessary to complete the right-of-way phase and final design phase of the widening of Old Brownsville Road from Austin Peay to Kirby Whitten (2.29 miles). I have included the following:

1. Old Brownsville Fee estimate for the Engineering and Surveying
2. Scope of Work outline
3. Projected Cost Estimate for the project

This work will move the project through the Right-of-Way phase and move it to taking bids on the project. Additional fees will be required for construction inspection and administration once the project is bid. These fees will be reimbursed at an 80 percent level so the city's actual cost will be 20 percent of the \$ 600,000 or \$120,000 for a \$21.5 million dollar project.

The engineering and fee proposal attached above is for all the work. At this time I will only be recommending tasks 1,2,3,4,5, and 6 and 50 percent of the direct expenses for a total expenditure of \$298,293 as shown below.

1. Project Management	\$ 16,730.00
2. Survey Verification	\$ 119,617.00
3. NEPA Noise Study	\$ 22,120.00
4. Right of way design review	\$ 76,820.00
5. Right of Way Phase service	\$ 48,276.00
6. Noise Barrier Design	\$ 10,730.00

Direct Expenses \$4,000.00

Total \$298,293.00

The City of Bartlett's portion is \$ 59,659 with the 80 percent being reimbursed from the Tennessee Department of Transportation.

This is a budgeted item with funding to come from Old Brownsville West Design/Engineering Account 311.31148311.772.421. Please award the contract to Kimley Horn for \$298,293.00.

Project Name: Old Brownsville Road

Date Prepared: 6/25/2015

Estimated By: Kraus and Danley

Survey and Design Labor

Task Description	Estimated Mandays	Estimated Fee
1 - Project Management	13.4	\$16,730.00
2 - Survey Verification Update	211.9	\$119,617.00
3 - NEPA - Noise Study	23.0	\$22,120.00
4 - Right-of-Way Design Review Services	69.5	\$76,820.00
5 - Right-of-Way Phase Services	62.3	\$48,276.00
6 - Noise Barrier Design	10.8	\$10,730.00
7 - Traffic Signal Services	55.1	\$52,650.00
8 - Final Design Services	114.3	\$114,820.00
9 - Environmental Permitting	21.6	\$22,670.00
10 - Bid Phase Services	9.3	\$10,677.50
11 - Geotechnical Services		\$92,798.89

Survey and Design Expenses

Expense Description	Estimated Fee
Direct Expenses	\$8,000.00

Survey and Design Labor: \$587,909.39
 Survey and Design Expenses: \$8,000.00

Project Total: \$595,909.39

Est. Construction Cost: \$21,500,000.00
 Project Total % of Constuction Cost: 2.77%

Old Brownsville Road Manday Estimate

6/25/2015

1 - Project Management		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Contracts Monthly Invoicing (assume 24 months) Project Review Meetings (5 Meetings)		5.0	5.0	16.0						26.0
				12.0				12.0	12.0	36.0
		15.0	15.0	15.0						45.0
Subtotal (Hours)		20.0	20.0	43.0	0.0	0.0	0.0	12.0	12.0	107.0
Subtotal (Mandays)		2.5	2.5	5.4	0.0	0.0	0.0	1.5	1.5	13.4
Subtotal (Cost)		\$4,600.00	\$3,700.00	\$6,450.00	\$0.00	\$0.00	\$0.00	\$1,080.00	\$900.00	\$16,730.00

2 - Survey Verification Update		Survey Principal	Survey Senior Prof	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, E	Labor Total
ROW, Deed & Utility Research Property Owner Contact Establish / Verify Horizontal & Vertical Control Update Digital Terrain Model (DTM), Includes Cross Sections at Various Locations Verify Property & Pres. ROW Lines Update Topo Survey Update Drainage Surveys Update Utilities Stake Centerline Alignments Stake Soil Boring Locations Stake ROW & Easements (One time for Review Appraiser - 50 tracts) QA/QC of Survey (field check of plotted survey drawings) Travel Time Supervision										
			4.0		8.0	16.0			40.0	40.0
					8.0	40.0	40.0	40.0	4.0	132.0
				8.0	8.0	80.0	80.0	80.0	32.0	288.0
			2.0	8.0	2.0	16.0	16.0	16.0	8.0	68.0
			2.0	8.0	4.0	80.0	80.0	80.0	16.0	270.0
			2.0	8.0	4.0	40.0	40.0	40.0	24.0	158.0
			2.0	4.0	4.0	16.0	16.0	16.0	16.0	74.0
					2.0	40.0	40.0	40.0	2.0	124.0
			1.0		2.0	8.0	8.0	8.0	4.0	31.0
			2.0	8.0	4.0	60.0	60.0	60.0	16.0	210.0
		8.0	8.0		8.0					24.0
			4.0	4.0	2.0	74.0	70.0	70.0		224.0
		8.0	16.0							24.0
Subtotal (Hours)		16.0	43.0	48.0	56.0	470.0	450.0	450.0	162.0	1695.0
Subtotal (Mandays)		2.0	5.4	6.0	7.0	58.8	56.3	56.3	20.3	211.9
Subtotal (Cost)		\$2,880.00	\$6,665.00	\$6,144.00	\$6,048.00	\$41,360.00	\$22,500.00	\$20,250.00	\$13,770.00	\$119,617.00

3 - NEPA - Noise Study		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Fieldwork, Modeling, and Report Field Prep Field Visit Download Measurements Prepare Data Summary Download GIS Data Coordinate Other Data										
				3.0	3.0					6.0
				6.0	6.0					12.0
				0.0	4.0					4.0
				0.0	4.0					4.0
				0.0	4.0					4.0
				2.0	4.0					6.0

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4 - Right-of-Way Design Review Services									
	Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Review design of major drainage structures and ditches Review roadway cross sections Review preliminary traffic control design Review EPSC plan Review roadway geometry Design retaining wall at cemetery Value engineering in areas that affect ROW Check all ROW on plans and acquisition table ROW Utility and Railroad coordination Utility Coordination Letter Railroad Coordination Letter Internal QA/QC Revisions from internal QA/QC Prepare draft ROW Plans submittal package for City review Prepare for and attend ROW Submittal review meeting Prepare and distribute minutes from review meeting Plans revisions based on review meeting Prepare final ROW Plans submittal package									
		4.0	80.0	40.0					124.0
			80.0						80.0
		2.0	24.0						25.0
		2.0	24.0						25.0
			16.0	16.0					32.0
			8.0	8.0					16.0
			32.0	24.0					56.0
			8.0	40.0					48.0
			4.0						4.0
			2.0	4.0					6.0
			2.0						2.0
		24.0							24.0
			16.0	16.0					32.0
			2.0	4.0					6.0
			4.0						8.0
			4.0						4.0
		16.0	40.0					56.0	
		2.0	4.0					6.0	
Subtotal (Hours)	0.0	36.0	324.0	196.0	0.0	0.0	0.0	0.0	556.0
Subtotal (Mandays)	0.0	4.5	40.5	24.5	0.0	0.0	0.0	0.0	69.5
Subtotal (Cost)	\$0.00	\$6,660.00	\$48,600.00	\$21,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,820.00

Old Brownsville Road Manday Estimate

6/25/2015

5 - Right-of-Way Phase Services		Survey Principal	Survey Senior Prof.	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, EI	Labor Total
Prepare plats for 50 properties										
Prepare legal descriptions for 50 properties			24.0						160.0	184.0
Prepare Closure Report for 50 properties			24.0						100.0	124.0
Coordinate with Appraiser / Reviewer / Negotiator				32.0						32.0
QA/QC Plats & Descriptions			16.0		4.0	16.0	16.0	16.0	40.0	108.0
					50.0					50.0
Subtotal (Hours)		0.0	64.0	32.0	54.0	16.0	16.0	16.0	300.0	498.0
Subtotal (Mandays)		0.0	8.0	4.0	6.8	2.0	2.0	2.0	37.5	62.3
Subtotal (Cost)		\$0.00	\$9,920.00	\$4,096.00	\$5,832.00	\$1,408.00	\$800.00	\$720.00	\$25,500.00	\$48,276.00

6 - Noise Barrier Design		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Barrier Design - Plan Layout										
Barrier Design - Profiles				4.0	16.0					20.0
Barrier Details				8.0	16.0					24.0
Coordination with Noise Specialists				8.0	16.0					24.0
Right-of-Way modifications				4.0						4.0
			2.0	4.0	8.0					14.0
Subtotal (Hours)		0.0	2.0	28.0	56.0	0.0	0.0	0.0	0.0	86.0
Subtotal (Mandays)		0.0	0.3	3.5	7.0	0.0	0.0	0.0	0.0	10.8
Subtotal (Cost)		\$0.00	\$370.00	\$4,200.00	\$6,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,730.00

7 - Traffic Signal Services		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Old Brownsville Road and Billy Maher Road Traffic Signal Design										
Proposed layout		1.0				60.0				67.0
Signal details		1.0		6.0		30.0				35.0
Quantities				4.0		4.0				5.0
QA/QC		6.0		1.0		4.0				12.0
Timing plans		1.0		2.0		13.0				18.0
Field fine tuning				4.0		5.0				10.0
Old Brownsville Road and Ellendale Drive Traffic Signal Design										
Proposed layout		1.0		6.0		60.0				67.0
Signal details		1.0		4.0		30.0				35.0
Quantities				1.0		4.0				5.0
QA/QC		6.0		2.0		4.0				12.0
Timing plans		1.0		4.0		13.0				18.0
Field fine tuning				5.0		5.0				10.0
Old Brownsville Road and Kirby Whitten Parkway Traffic Signal Design										

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8 - Final Design Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Value engineering - Infrastructure/Utilities/Construction Phasing		24.0	40.0	40.0					104.0
Review entire drainage system		16.0	80.0	80.0					176.0
Utility coordination during final design				16.0					16.0
Final Signing and Marking design				16.0					16.0
Final Traffic Control design			16.0	24.0					40.0
Final EPSC design				20.0	40.0				60.0
Plans Prep - Standard Drawings				4.0	8.0				12.0
Plans Prep - Tabulated Quantities				8.0	16.0				24.0
Plans Prep - Signing and Marking Plan				8.0	24.0				32.0
Plans Prep - Traffic Control Plan			8.0	50.0	24.0				82.0
Final quantities calculation			40.0	40.0	40.0				120.0
Prepare final engineer's opinion of probable cost				8.0	4.0				12.0
TDOT LPA Utility Certification and followup			8.0						8.0
TDOT LPA ROW Certification and followup			8.0						8.0
TDOT LPA Design Certification and followup			8.0						8.0
Internal QA/QC		24.0							24.0
Revisions from internal QA/QC			24.0	24.0	40.0				88.0
Prepare draft Const Plans submittal package for City review			2.0		4.0				6.0
Prepare for and attend Const Submittal review meeting		4.0	4.0						8.0
Prepare and distribute minutes from review meeting			4.0	4.0					8.0
Plans revisions based on review meeting			16.0		40.0				56.0
Prepare final Const Plans submittal package for TDOT review			2.0		4.0				6.0
Subtotal (Hours)	0.0	68.0	260.0	342.0	244.0	0.0	0.0	0.0	914.0
Subtotal (Mandays)	0.0	8.5	32.5	42.8	30.5	0.0	0.0	0.0	114.3
Subtotal (Cost)	\$0.00	\$12,580.00	\$39,000.00	\$37,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$114,820.00

Old Brownsville Road Manday Estimate

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9 - Environmental Permitting		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
SWPPP and NPDES Permit Corps 404 General Permit Compile letter and exhibits Draft to City and Revisions Coordination Corps 404 Individual Permits Compile additional documents Coordination TDEC 401 permit Application and Narrative Exhibits Draft Report Compilation and Revisions Advertising and Sign Coordination TDEC Coordination TDOT LPA Permit Concurrence Letter and Follow up										
			2.0	4.0	18.0					24.0
										0.0
			2.0	9.0	13.0					24.0
				2.0	6.0					8.0
				6.0						6.0
										0.0
			2.0	13.0	20.0					35.0
				9.0						9.0
										0.0
			2.0	9.0	13.0					24.0
				2.0	13.0					15.0
				3.0	6.0					9.0
				6.0						6.0
				9.0						9.0
				4.0						4.0
Subtotal (Hours)		0.0	8.0	76.0	89.0	0.0	0.0	0.0	0.0	173.0
Subtotal (Mandays)		0.0	1.0	9.5	11.1	0.0	0.0	0.0	0.0	21.6
Subtotal (Cost)		\$0.00	\$1,480.00	\$11,400.00	\$9,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,670.00

10 - Bid Phase Services		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Prepare DBE goal worksheet / send to City / follow up Prepare draft Proposal Contract for TDOT / City review Revise Proposal Contract per comments Prepare for and attend Pre-bid Meeting Respond to bidder questions / prepare bid addenda Prepare for and attend Bid Opening Prepare bid tabulation and evaluation / summary Prepare Request to Award letter										
			1.0	4.0						5.0
			2.0	8.0	8.0					18.0
			1.0	2.0	8.0					11.0
			4.0	4.0						8.0
			2.0	5.0	8.0					15.0
			4.0	4.0						8.0
			1.0	4.0	2.0					7.0
			0.5	2.0						2.5
Subtotal (Hours)		0.0	15.5	33.0	26.0	0.0	0.0	0.0	0.0	74.5
Subtotal (Mandays)		0.0	1.9	4.1	3.3	0.0	0.0	0.0	0.0	9.3
Subtotal (Cost)		\$0.00	\$2,867.50	\$4,950.00	\$2,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,677.50

Old Brownsville Road Manday Estimate

6/25/2015

11 - Geotechnical Services		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
See expense item and Geotechnology Estimate										
										0.0
Subtotal (Hours)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Per Classification		Principal	Senior Professional	Professional	Analyst	Designer	Technician/Drafter	Project Accountant	Clerical/Admin	Labor Total
Total Manhours:		47.0	149.5	877.0	846.0	592.0	0.0	12.0	12.0	2535.5
Rate:		\$230.00	\$185.00	\$150.00	\$110.00	\$105.00	\$90.00	\$90.00	\$75.00	
Cost:		\$10,810.00	\$27,657.50	\$131,550.00	\$93,060.00	\$62,160.00	\$0.00	\$1,080.00	\$900.00	\$327,217.50

Total Per Classification		Survey Principal	Survey Senior Prof.	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, Et	Labor Total
Total Manhours:		16.0	107.0	80.0	110.0	486.0	466.0	466.0	462.0	2193.0
Rate:		\$180.00	\$155.00	\$128.00	\$108.00	\$88.00	\$50.00	\$45.00	\$85.00	
Cost:		\$2,880.00	\$16,585.00	\$10,240.00	\$11,880.00	\$42,768.00	\$23,300.00	\$20,970.00	\$39,270.00	\$167,893.00

TDOT Supplied - Cost Planning Factor

Base per mile constuction cost (2011)	\$4,533,750.00
Inflation Rate	3%
Widen 2 to 5 Lane Adjustment Factor	1.5

Constuction Cost = Base cost per mile * Adjustment Factor * Number of Miles

$$* (1 + \%CEI) * (1 + \text{Inflation Rate})^{\# \text{ Years of Inflation}}$$

Old Brownsville Road Project

Number of Miles	2.3
Construction Year	2017
Number of Years Inflation	6
CEI % of Constuction Cost	15%
Construction Cost	\$21,478,198.52



June 25, 2015

Mr. Rick McClanahan, PE
Engineering Department Director
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

Re: Professional Services Agreement for Old Brownsville Road Widening from Highway 14 to Kirby Whitten Road, TDOT PIN 010619.00, Bartlett, TN, Shelby County

Dear Mr. McClanahan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Bartlett ("Client" or "City") for providing professional engineering services for the Old Brownsville Road widening project.

Project Understanding

The Old Brownsville Road widening project will provide improvements to this heavily traveled arterial roadway near the northwest edge of the City of Bartlett. This segment of Old Brownsville is currently two lanes wide with some sections widened adjacent to residential developments. The project will widen both sides of Old Brownsville Road to provide either a 5-lane section with two lanes in each direction and a two-way left turn lane in the center or a 4-lane section with raised median and bike lanes. The east end of the project will be on new alignment and tie into Old Brownsville Road approximately 800' east of Kirby Whitten Road. The total project length is 2.29 miles.

The Tennessee Department of Transportation ("TDOT") previously developed the design and associated plans through the Right-of-Way plan stage. These plans were completed March 2013. The Consultant will complete the project design and prepare a set of construction documents suitable for competitive bidding.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the City to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project.
- Project Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to 5 project meetings as defined in the tasks below.
- Project Administration – administrative and accounting activities related to the day to day

management of this project.

Kimley-Horn Deliverables:

1. *Meeting Minutes for up to 5 project meetings (1 electronic copy each, Adobe PDF format) to the City and all meeting attendees.*

Task 2 – Survey Verification/ Update

Task 2.1 – Data Collection

Kimley-Horn will perform a field visit of the Old Brownsville Road project corridor to review existing site conditions for comparison to the existing Right-of-Way plans ("ROW plans") and identify areas that require supplemental survey.

Kimley-Horn will contact utility owners to request field marking of utilities and copies of available utility mapping from utility owners known to have facilities within the project corridor in order to check and update the utility information currently reflected in the ROW plans.

Kimley-Horn will perform ROW deed research to update the property ownership reflected in the plans and to verify the property lines and ROW lines shown in the plans. A Property Owner Contact letter will be prepared and submitted to the identified property owners prior to commencement of any field work that would take place outside of the existing ROW.

Task 2.2 – Field Survey Update

Kimley-Horn will prepare topographic field surveys conducted to TDOT Survey standards in Microstation and Geopak v8i file format, tied to the Tennessee State Plane Coordinate System and referencing local vertical benchmarks. The survey will consist of areas that have changed since the original survey. The various subtasks to this component are as follows:

- Search for the original survey control and reestablish control.
- Conduct field survey to pick up topo and/or grades that have changed since the original survey within 150 feet of either side of the centerline (for mainline and to the limits of the side streets currently reflected in the plans).
- Property Surveys.
- Utility Survey (above ground features and features marked via locate request).
- Stake the centerline.
- Set Benchmarks.

Task 2.3 – Centerline and ROW Staking

Kimley-Horn will stake the proposed centerline, ROW and easements to assist the appraisers during the ROW procurement process. In paved areas, the locations will be marked with paint. The staking and marking will be coordinated with the appraiser's schedule and will be performed once per property.

Kimley-Horn Deliverables:

1. Microstation file with updated topographic survey of project corridor (1 electronic copy, Microstation v8i DGN format) to the City
2. Geopak GPK file with survey points, roadway centerline, and parcels defined (1 electronic copy, Microstation v8i GPK file format) to the City
3. Microsoft Excel file with impacted property owner names, deed numbers, and parcel acreage, from the TDOT Survey standard template (1 electronic copy, Microsoft XLS format) to the City
4. Stake or mark proposed centerline, ROW and easements as-requested by the City.

Task 3 – NEPA – Noise Study

It is understood that the Tennessee Department of Transportation has completed a Categorical Exclusion document for the project, and that the only NEPA task remaining is a noise study for the properties located just west of Guffin Road.

Task 3.1 –Noise Impacts

Kimley-Horn will provide an assessment of the noise impacts associated with the proposed roadway improvements on the north side of the proposed roadway between Station 196+12± and Station 207+23± as identified in the ROW plans. Areas outside of these limits will not be investigated as a part of this task. Kimley-Horn will identify the locations of existing and future sensitive receptors relative to the proposed improvements and identify existing topographic features that may mitigate the noise impact. Documentation of the findings of the assessment will be developed and submitted to TDOT for review and comment.

The assessment will be prepared in accordance with the FHWA noise standards, *Procedures for Abatement of Highway Traffic and Construction Noise*, 23 CFR 772, and the Tennessee Department of Transportation's *Policy on Highway Traffic Noise Abatement*, and will consist of the following tasks:

- *Identification of noise-sensitive land uses:* Identification of existing land uses in the project area that are sensitive to highway traffic noise;
- *Determination of existing sound levels:* Measurement of existing sound levels at sensitive land uses to characterize the existing noise environment in the project area;
- *Determination of future sound levels:* Prediction of future, design year, worst-hour sound levels for the No-Build and Build Alternatives;
- *Determination of traffic noise impacts:* Determination of noise impacts based on the increase in existing sound levels, as well as design year sound levels;
- *Noise abatement evaluation:* Evaluation of noise abatement for areas determined to be impacted by the project.

Kimley-Horn will submit a draft assessment to the City for review and comment. After incorporating the City's comments, a revised draft assessment will be sent to TDOT for review and comment. Following TDOT's review, Kimley-Horn will revise the assessment per TDOT's comments and recommendations and submit a final Noise Technical Report for review and approval.

Kimley-Horn Deliverables:

1. *Draft Noise Technical Report for City and TDOT review (1 electronic copy, Adobe PDF format)*
2. *Final Noise Technical Report for TDOT review (1 electronic copy, Adobe PDF format)*

Task 4 – Right-of-Way Design Review Services

This task shall consist of the review of the previously prepared Right-of-Way Plans focusing on the portions of the design that will impact the amount of right-of-way and easements to be acquired.

Task 4.1 –Design Review

Kimley-Horn will review the design for compliance with current TDOT design standards and make minor adjustments where applicable. The review will consist of the following:

- Sizing and location of major drainage structures and ditches
- Preliminary traffic control design
- Geometric design of roadways
- EPSC measures and diversion channels
- Retaining wall location with respect to previously surveyed graves
- ADA compliance

Kimley-Horn will meet with the City to discuss proposed minor revisions and adjustments identified in the review. After receiving approval from the City for any proposed minor revision, Kimley-Horn will revise the design and prepare the project's final ROW plans.

Major changes to the design will be performed only after authorization by the Client in accordance with the Additional Services clause of this Agreement. Major changes could include:

- Changes in roadway typical sections
- Changes to horizontal or vertical alignments
- Changes to overall proposed drainage routing

Task 4.2 – Traffic Signal Warrants Analysis and Easement Determination

Based on the projected 2032 project traffic volumes and the Manual on Uniform Traffic Control Devices (MUTCD) volume thresholds for warrants, Kimley-Horn will conduct traffic signal warrants analyses for the following intersections:

1. Old Brownsville Road and Billy Maher Road
2. Old Brownsville Road and Ellendale Drive
3. New Brownsville Road and Kirby Whitten Parkway

The warrants analyses will be conducted in accordance with the standards of the MUTCD. A memo documenting the findings of the warrants analyses will be prepared and distributed to the City.

Kimley-Horn will make adjustments to the proposed R.O.W. as necessary to accommodate proposed signal poles. It is understood that all traffic signals will be of the mast-arm variety.

In the event that traffic signals are both warranted and desired by the City of Bartlett at any of these locations, a full design for the signal(s) can be under Task 7.

Task 4.3 – Update/ Review Proposed Right-of-Way and Easements

Kimley-Horn will review the Right-of-Way Plans to determine if the proposed right-of-way and easements shown are adequate for construction of the design set forth in the Right-of-Way Plans. Kimley-Horn will update the proposed right-of-way and easements required based on the inadequacies found in the Right-of-Way Plans and plans revisions made in the previous tasks.

Task 4.4 – ROW Utility and Railroad Coordination

Kimley-Horn will submit final ROW plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the ROW plans.

Kimley-Horn will submit final ROW plans to the TDOT Rail Safety Office for their confirmation that there are no railroads that will be impacted within 200 feet of the project area.

Kimley-Horn Deliverables:

1. *Revised Right-of-Way Plans for TDOT submittal (1 full-size hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format) to the Client*
2. *Traffic Signal Warrants Memo (1 electronic copy, Adobe PDF format) to the Client*
3. *Utility Coordination Letter (1 electronic copy, Adobe PDF format) to each impacted utility company*
4. *Railroad Coordination Letter (1 electronic copy, Adobe PDF format) to TDOT*

Task 5 – Right-of-Way Phase Services

It is anticipated that construction for this project will require the acquisition of new Right-of-Way and easements for up to 50 properties. Any right-of-way or easements required for this project must be obtained by the City in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Task 5.1 – Acquisition Plats

Based on a review of the properties along the corridor and the currently defined project limits, it is anticipated that there will be a total of 50 properties that will require easement or right-of-way acquisition. Kimley-Horn will prepare plats and legal descriptions for the required easements on the project for up to 50 properties. If additional plats beyond this number are required, Kimley-Horn will notify the City and will prepare the additional plats in accordance with the Additional Services clause of this Agreement.

Kimley-Horn will submit the completed plats and legal descriptions to the Client and TDOT Region IV ROW office for review. Comments received from the review will be addressed and a final signed and sealed set of plats and legal descriptions will be submitted to the City for their use in property acquisitions.

The City will be responsible for all other activities associated with the acquisition of rights-of-way and easements for this project. The only Kimley-Horn tasks in this effort will be the preparation of plats and legal descriptions and field staking and marking as described in Task 2.3. Services to be performed by the City during this phase of the project will include, but are not limited to, the following:

- Preparation of Title Reports for all subject properties
- Preparation of Initial Property Owner Contact forms
- All meetings and negotiations with property owners
- Preparation of appraisals for property to be acquired, where applicable
- Preparation of review appraisals, where applicable
- Preparation of Appraisal Waivers, where applicable
- Preparation of Donation Documents, where applicable
- Negotiation with property owners
- Preparation of Administrative Settlement Requests, where applicable
- Preparation of Warranty Deed or easement conveyance documents
- Preparation of Closing Statements
- Filing and recording of all documents with the Shelby County Register's Office
- Coordinating ROW Certification with TDOT

The City will be responsible for all fees associated with the recording of the project acquisition documents.

Kimley-Horn Deliverables:

1. *Draft Plats and Legal Descriptions for acquisitions on up to 50 properties (1 hard copy and 1 electronic copy, Adobe PDF format) to the Client and TDOT*
2. *Final Plats and Legal Descriptions for acquisitions on up to 50 properties (1 hard copy and 1 electronic copy, Adobe PDF format) to the City*

Task 6 – Noise Barrier Design and Right-of-Way Modifications

In the event that the Noise Study prepared under Task 3 indicated that a noise barrier is both feasible and reasonable, Kimley-Horn will prepare a noise barrier design to TDOT standards for inclusion in the project plans.

The addition of a noise barrier to the proposed improvements will alter the Right-of-Way and easement requirements for the impacted properties. Kimley-Horn will revise the project cross sections and Right-of-Way and easement locations to reflect the addition of the barrier.

Kimley-Horn Deliverables:

There are no separate deliverables for this task. If required, the noise barrier design will be a part of the deliverables for Task 8. Required right-of-way modifications will be a part of the deliverables for Task 4.

Task 7 – Traffic Signal Design Services

Task 7.1 – Preliminary Traffic Signal Design

Kimley-Horn will prepare the preliminary design plans for the proposed signals at the following intersections:

1. Old Brownsville Road and Billy Maher Road
2. Old Brownsville Road and Ellendale Drive
3. New Brownsville Road and Kirby Whitten Parkway

The preliminary design will be prepared in accordance with the standards of the City of Memphis and the Tennessee Department of Transportation. Kimley-Horn will prepare a Preliminary Traffic Signal Layout plan that will consist of the overall proposed layout of the traffic signal based on the roadway construction plans being prepared as part of this project. The preliminary plan will contain the preliminary intersection signing and marking; signal head placement; mast arm support pole locations; type and location of controller cabinet and pull boxes; location of potential conflicting utilities; preliminary location of conduit runs; and signal head and sign legends. The mast arms used in the design will conform to the City of Bartlett signal pole standard.

Task 7.2 – Final Traffic Signal Design

Kimley-Horn will prepare the final design plans for the proposed signals in accordance with the standards of the City of Memphis and the Tennessee Department of Transportation. The final traffic signal design will consist of the preparation of the following:

Task 7.2.1 – Traffic Signal Layout Plan

Kimley-Horn will prepare a Final Traffic Signal Layout Plan that will consist of the overall proposed layout of the traffic signal based on the roadway construction plans being prepared as part of this project. The Traffic Signal Layout plan will contain intersection striping and marking; vehicle video detection; signal head placement; signal pole type, heights, attachment heights, and location; type and location of controller cabinet and pull boxes; location of proposed power service connections; location of potential conflicting utilities; identification of size and location of conduit runs; and signal head and sign legends.

Task 7.2.2 – Traffic Signal Details Plan

Kimley-Horn will prepare a Traffic Signal Details Plan that will consist of a signal phasing diagram; color sequence diagram; display and general wiring diagrams; and an estimated construction quantities list. Kimley-Horn will also prepare construction details for signal poles and other items that are not covered by applicable standard drawings and specifications.

Task 7.2.3 – Signal Timing Plans

Kimley-Horn will prepare signal timing plans consisting of up to four time-of-day plans and one free operation plan. Kimley-Horn will provide coding sheets to the contractor for implementation of the timing plans. Kimley-Horn will observe the implementation of the timing plans and will conduct a field fine-tuning of the coordinated timing plans after installation.

Kimley-Horn Deliverables:

1. Preliminary Signal plans for City review (1 full-size hard copy 1 electronic copy, Adobe PDF format)

2. *Draft Final Signal plans for City review (1 full-size hard copy, 1 electronic copy, Adobe PDF format)*
3. *Draft Final Signal plans for City of Memphis Signal Maintenance Department review (1 full-size hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format)*

Task 8 – Final Design Services

Task 8.1 – Value Engineering

Kimley-Horn will review the drainage design and construction phasing to identify design options that may reduce the project impact on existing infrastructure and existing utilities. Kimley-Horn will meet with the City to discuss possible options, and will make minor adjustments where applicable. Major changes to the design will be performed after authorization by the Client in accordance with the Additional Services clause of this Agreement.

Task 8.2 – Construction Plans

Kimley-Horn will prepare a set of final construction plans based on the final R.O.W. plans. The plans will be prepared in accordance with the current edition of the TDOT Roadway Design Guidelines and TDOT Computer-Aided Drafting and Design (CADD) Standards. The construction plans will consist of the following sheets:

- Cover sheet
- Index and Standard Drawings sheets
- Estimated Quantities sheets
- Typical Sections sheets
- Tabulated Quantities sheets
- Details and Notes sheets
- Property Map with Right-of-Way Acquisition Table
- Present Layout sheets
- Proposed Layout sheets
- Right-of-Way Layout sheets
- Roadway Profiles
- Drainage Maps
- Culvert Cross Section sheets
- Private Drive Profiles
- Signing and Marking plans
- Retaining Wall Layout plans and details (where appropriate)
- Phased Erosion Prevention and Sediment Control plans
- Construction Traffic Control plans
- Noise Barrier Layout plans and details (if required)
- Traffic Signal Plans (if required)
- Roadway Cross Sections (where appropriate)

Kimley-Horn will submit the draft construction plans to the City for review and comment. Upon receipt of comments from the City, Kimley-Horn will revise the draft construction plans for a submittal to TDOT.

Task 8.3 – Final Utility and Railroad Coordination

Kimley-Horn will submit draft construction plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed

project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits that are not shown on the construction plans.

Following the receipt of comments from impacted utility owners, Kimley-Horn will submit a letter to the TDOT Region IV Utility Office requesting Utility Certification for the project.

Task 8.4 –Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 8.5 – Final Design Submittal

Kimley-Horn will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Kimley-Horn will prepare the final Construction Plans and prepare and submit a Design Certification letter to TDOT.

The Final Construction plans will be prepared on 22 by 34 inch mylar sheets, signed and sealed by a State of Tennessee licensed Professional Engineer.

Kimley-Horn Deliverables:

1. Draft Construction plans for City review (1 full-size hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format)
2. Draft Construction plans for TDOT review (1 electronic copy, Adobe PDF format)
3. Final sealed plans for TDOT submittal (1 full-size mylar hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format)
4. Design Certification Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)
5. Utility Certification Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)
6. Final sealed plans for bidding (1 electronic copy, Adobe PDF format) to the Client
7. Final engineer's opinion of probable construction cost (1 electronic copy, Adobe PDF format) to the Client
8. All project CAD files in native Microstation DGN format (1 electronic copy each) to the Client
9. All project CAD files converted to AutoCAD DWG format (1 electronic copy each) to the Client

Task 9 –Environmental Permitting***Task 9.1 – Stormwater Pollution Prevention Plan (SWPPP)***

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by the Tennessee Department of Environment and Conservation (TDEC) for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit a copy of the SWPPP to the City for review. Kimley-Horn will revise the SWPPP document in accordance with the City's comments and will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The City of Bartlett shall be responsible for all permitting and review fees associated with this task.

Task 9.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity will be required. Kimley-Horn will prepare the NPDES General Permit application and will submit it to the City and TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDOT, TDEC, or any other agency, those permits can be provided by Kimley-Horn in accordance with Additional Services clause of this Agreement.

Task 9.3 – Nationwide 404 Permit and General 401 Water Quality Certification

The proposed project contains at least one stream crossing with stream impacts less than 200 feet in length. At this location, a set of general Aquatic Resource Alteration Permits (ARAP) will be required. Kimley-Horn will prepare and submit the applications for a project-wide Nationwide #14 permit and a General 401 Water Quality Certification to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively. After receiving comments, Kimley-Horn will prepare and submit revised final permit applications to each agency as required.

Task 9.4 – Individual 404 Permit and 401 Water Quality Certifications

The improvements at both Howard Creek and Raner Creek will impact more than 200 feet of stream length. Accordingly, they will each require individual ARAP permits. Kimley-Horn will prepare and submit the applications for individual 404 permits and individual 401 Water Quality Certifications to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively. After receiving comments, Kimley-Horn will prepare and submit revised final permit applications to each agency as required.

The City of Bartlett will be responsible for all review and permitting fees associated with the project.

Task 9.5 – Permit Certification

After all project permits have been received, Kimley-Horn will prepare and submit to TDOT a letter requesting environmental permit concurrence.

Kimley-Horn Deliverables:

1. *Draft Project SWPPP (One hard copy and one electronic copy, Adobe PDF format, to the City and one hard copy to TDEC)*
2. *Final Project SWPPP (One hard copy and one electronic copy, Adobe PDF format, to the City and one hard copy to TDEC)*
3. *NPDES Permit Application (One electronic copy each, Adobe PDF format, to the City and to TDEC)*
4. *Draft Nationwide 404 and General 401 water quality permit application, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
5. *Final Nationwide 404 and General 401 water quality permit application, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
6. *Draft Individual 404 and Individual 401 water quality permit applications, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
7. *Final Individual 404 and Individual 401 water quality permit applications, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
8. *Permit Concurrence Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)*

Task 10 – Bid Phase Services
Task 10.1 – DBE Goal Setting

Given the construction budget for this project, the City of Bartlett will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and approval.

Task 10.2 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11 by 17 inch plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with the Construction Phase from TDOT, Kimley-Horn will print and deliver up to 20 bond copies of the plans and Proposal Contract as requested to the City.

Task 10.3 – Bid Assistance

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with City of Bartlett staff following the bid opening to assist with bid review. Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT for review and approval to award the contract to the lowest responsive bidder.

Kimley-Horn Deliverables:

1. *Project DBE Goal Worksheet (One electronic copy to the City and one electronic copy to TDOT)*
2. *Draft Proposal Contract (one electronic copy in Adobe Acrobat PDF format) to TDOT*
3. *Final Proposal Contract (one electronic copy in Adobe Acrobat PDF format) to TDOT*
4. *Plans Package and Proposal Contract copies for bidders (twenty bond copies) to City*
5. *Responses to bidder questions (one electronic copy in Adobe Acrobat PDF format) to City*
6. *Bid tabulation and Request to Award letter for submittal to TDOT (one electronic copy in Adobe Acrobat PDF format)*

Task 11 – Geotechnical Investigation

Kimley-Horn will perform a geotechnical investigation of the project area. The geotechnical investigation will be performed in accordance with TDOT Materials and Tests Division guidelines and will consist of:

1. Two borings at each box culvert location to a depth of 40 feet;
2. Grouting of boreholes at box culverts per Shelby County regulations;
3. 47 borings along roadway mainline alignment at a maximum spacing of 600 feet (some spacing are less due to the cut/fill height or location) to a depth of 15 to 40 feet (depending on the height of the cut/fill);
4. Two borings along the Billy Maher alignment to a depth of 15 feet;
5. Two borings along the Connector Road alignment to a depth of 15 feet;
6. Coring of existing asphalt roadway in 20 locations;
7. Patching of all roadway cores with asphalt;
8. Performing classification, strength, compaction, California Bearing Ratio (needed for the pavement design) and compressibility tests in the laboratory;
9. Preparation of a proposed pavement design per 1993 AASHTO standards;
10. And preparing a report that includes the results of the field and laboratory test results, analyses, and recommendations pertinent to pavement design and construction per TDOT standards.

Sampling frequency and spacing is based on TDOT Materials and Tests Divisions guidelines.

The on-pavement portions of the fieldwork will be performed at night so as to lessen the impact to the motoring public using the existing roadway. Kimley-Horn will provide traffic control measures needed to accommodate the work.

Per TDOT requirements, the investigation will also include installation and clean-up of erosion control measures during the off-pavement portions of the fieldwork.

Kimley-Horn Deliverables:

1. *Geotechnical Report (1 electronic copy, Adobe PDF format) to the City*

Additional Services

No construction phase services are included in this Agreement. However, Kimley-Horn has both the personnel and the TDOT certifications required to provide the full range of Construction Engineering and Inspection (CEI) Services for this project. If desired by the City of Bartlett and approved by TDOT, Kimley-Horn can provide CEI services in accordance with the Additional Services clause of this Agreement.

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Utility Relocation Design
- Sanitary Sewer Design
- Environmental Technical Studies
- Additional Right-of-Way Phase Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing plans for roadways, drainage, and utilities for previous adjacent projects.
- Existing plans or plats for proposed developments in the project area
- Electronic and paper files received from TDOT regarding project
- Right-of-Way Certification letter following acquisition of required ROW and easements

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-11 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$16,730.00
Task 2	Survey Verification/Update	\$119,617.00
Task 3	NEPA – Noise Study	\$22,120.00
Task 4	Right-of-Way Design Review Services	\$76,820.00
Task 5	Right-of-Way Phase Services	\$48,276.00
Task 6	Noise Barrier Design and Right-of-Way Modifications	\$10,730.00
Task 7	Traffic Signal Design Services	\$52,650.00
Task 8	Final Design Services	\$114,820.00
Task 9	Environmental Permitting	\$22,670.00



Task 10 Bid Phase Services	\$10,677.50
Task 11 Geotechnical Services	\$92,798.89

Direct Expenses	\$8,000.00
-----------------	------------

Total Lump Sum Fee	\$595,909.39
---------------------------	---------------------

It is understood that the City of Bartlett may elect to only authorize specific tasks at the beginning of the project. Subsequent authorization of the remaining tasks could occur at any time during the life of the project. Given that the time period between task authorizations could be extensive, it is understood that the fees shown for all tasks not authorized within 180 days of the initial contract execution shall be considered budgetary only. Fees for these tasks will be renegotiated prior to their authorization.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your approval of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Bartlett.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

James F. Collins, PE
Senior Vice-President

Drake E. Danley, PE
Project Manager

CITY OF BARTLETT
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association

as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/14/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Office of State and Local Finance Letter Approval for 2015 Revenue Anticipation Note.



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
 OFFICE OF STATE AND LOCAL FINANCE
 SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
 505 DEADERICK STREET
 NASHVILLE, TENNESSEE 37243-1402
 PHONE (615) 401-7872
 FAX (615) 741-5986

June 18, 2015

Honorable A. Keith McDonald, Mayor
 City of Bartlett
 P.O. Box 341148
 Bartlett, TN 38134

Dear Mayor McDonald:

This letter acknowledges receipt of a request dated June 10, 2015 from the City of Bartlett (the "City") for approval to issue tax and revenue anticipation notes ("TRANs") in the amount of \$8,000,000 to provide funding for the General Purpose School Fund (the "GPSF").

The City presented financial information with the request that represents the City's assertions of its financial condition and may or may not reflect the current or future financial condition of the City. Cities in Tennessee are authorized to issue TRANs pursuant to Tennessee Code Annotated, Title 9, Chapter 21 to provide monies for operating expenses until sufficient revenues are received. The par amount of TRANs must not exceed 60% of the annual appropriation for the GPSF, and future revenues projected must be sufficient to provide for the payment of the TRANs by June 30, 2016.

Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

Revenue Anticipation Note

This letter constitutes approval to issue \$8,000,000 Tax and Revenue Anticipation Notes, Series 2015 contingent upon the passage of the City's fiscal year 2016 budget ordinance that includes the General Purpose School Fund. Please submit copies of the final budget to this office. The TRANs cannot be borrowed prior to the beginning of fiscal year 2016.

The issuance of the TRANs is conditional upon agreement with the following terms by the governing body:

- **A copy of this letter shall be provided to all the members of the governing body, be presented at the next meeting, and be entered into the minutes.**
- **The City shall comply with all the requirements of Tennessee Code Annotated, Title 9, Chapter 21.**

Letter to City of Bartlett – TRAN Approval
June 18, 2015
Page 2

- The City shall report the execution and amount of the TRANs to this office within 45 days of issuance on the Report on Debt Obligation.
- The City shall repay the TRANs no later than June 30, 2016 and provide this Office documentation within 15 days of, but not later than June 30, 2016.
- The City shall use the Note Form when borrowing the funds, and return a copy of the executed form to this Office with the Report on Debt Obligation.

Public Debt Entity Report

We are enclosing State Form CT-0253, Report on Debt Obligation. Pursuant to TCA § 9-21-151, this form is to be completed and filed with the governing body of the public entity issuing the debt no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

If you have any questions or we may be of further assistance, please feel free to call.

Sincerely,


Sandra Thompson
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Dick Phebus, Finance Director, City of Bartlett

Enclosure: Report on Debt Obligation
Tax and Revenue Anticipation Note Form

Attachment: City of Bartlett - OSLF Letter of Approval.pdf (1545 : 2015 OSLF Letter Approval for TRAN)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/14/15 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Apple Lease Debt Obligation Form.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	CITY OF BARTLETT, TENNESSEE
Address	6400 STAGE ROAD
	BARTLETT, TN 38134
Debt Issue Name:	APPLE COMPUTER EQUIPMENT LEASE
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required	

2. Face Amount:	
\$ 702,100.67	
Premium/Discount:	\$

3. Interest Cost:	
3.3410 %	☐ Tax-exempt ☒ Taxable
☐ TIC ☐ NIC ☐ Variable: Index _____ plus _____ basis points; or ☐ Variable: Remarketing Agent _____ ☒ Other: IMPUTED INTEREST CALCULATION (NO INTEREST INFORMATION PROVIDED)	

4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☐ Bond ☐ Loan Agreement ☒ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	

5. Ratings:	
☒ Unrated Moody's _____ Standard & Poor's _____ Fitch _____	

6. Purpose:				
☐ General Government _____ % ☒ Education 100.00 % ☐ Utilities _____ % ☐ Other _____ % ☐ Refunding/Renewal _____ %	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>610 MACBOOK LAPTOPS WITH PROTECTION PLAN</td> </tr> <tr> <td>610 MINI DISPLAY PORT TO VGA ADAPTER</td> </tr> </tbody> </table>	BRIEF DESCRIPTION	610 MACBOOK LAPTOPS WITH PROTECTION PLAN	610 MINI DISPLAY PORT TO VGA ADAPTER
BRIEF DESCRIPTION				
610 MACBOOK LAPTOPS WITH PROTECTION PLAN				
610 MINI DISPLAY PORT TO VGA ADAPTER				

7. Security:	
☐ General Obligation ☐ Revenue ☒ Annual Appropriation (Capital Lease Only)	☐ General Obligation + Revenue/Tax ☐ Tax Increment Financing (TIF) ☐ Other (Describe): _____

8. Type of Sale:	
☐ Competitive Public Sale ☐ Negotiated Sale ☒ Informal Bid	☐ Interfund Loan _____ ☐ Loan Program _____

9. Date:	
Dated Date: 07/25/2014	Issue/Closing Date: 07/25/2014

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2014	\$92,500.00	3.3410 %		\$	%
2015	\$186,996.76	3.3410 %		\$	%
2016	\$188,993.52	3.3410 %		\$	%
2017	\$188,993.52	3.3410 %		\$	%
2018	\$94,496.76	3.3410 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☒ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other _____		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 07/14/2015

and presented at public meeting held on

07/14/2015

Copy to Director to OSLF:

on 07/15/2014

either by:

☐ Mail to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR

☒ Email to:StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>A. Keith McDonald</u>	<u>Dick Phebus</u>
Title	<u>Mayor</u>	<u>Finance Director</u>
Firm	<u>City of Bartlet, Tennessee</u>	<u>City of Bartlet, Tennessee</u>
Email	<u>kmcdonald@cityofbartlett.org</u>	<u>dphebus@cityofbartlett.org</u>
Date	<u>07/14/2015</u>	<u>07/14/2015</u>



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

REVIEWED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for July 2015.

CONTINUED SITE PLAN

I. Compass Self Storage, 6780 Country Park Dr. (Todd Huntington, GPD Group, Akron, OH)

INTRODUCTION: Mr. Todd Huntington with GPD Group is requesting Planning Commission approval of a site plan for a building addition to the Compass Self Storage site. The subject property is located at 6780 Country Park Drive, within the “C-H” Highway Business Zoning District.

BACKGROUND: The majority of the subject property is located within the City of Memphis’s jurisdictional boundary. However, a small portion of the property is within the City of Bartlett. The portion of the property within Memphis appears to have 10 storage buildings (with exterior access) and an office building. The site is gated and also has outdoor storage for vehicles.

DISCUSSION: The specific request by the applicant is for the approval of a 6,700 square foot climate controlled self-storage building on the portion of the site within the City of Bartlett that fronts on Highway 70. The specifics of the site plan are as follows:

Site Data	
Site Area:	6.48-acres
Total Required Parking Spaces:	N/A
Total Proposed Parking Spaces:	3
Handicap Accessible:	1
Existing Regular Customer Parking	11 existing
Total Overall Parking Spaces:	15
Proposed Total Building Area:	6,700 square feet
Greenspace/Open space:	67.4 (Bartlett portion of site)
Building Height:	Not Provided

Approved with conditions of staff.

NEW BUSINESS

HEARING

Planned Development

2. Bartlett Logistics Planned Development, 8370, 8380, 8390, 8400, 8410 and 8420 Wolf Lake Drive (Brenda Solomito, Solomito Land Planning)

INTRODUCTION: Ms. Brenda Solomito with Solomito Land Planning is requesting Planning Commission approval of the Bartlett Logistics Planned Development (P.D.). The subject property is located at 8370, 8380, 8390, 8400, 8410 and 8420 Wolf Lake Drive within the “I-P” Planned Industrial Park Zoning District.

BACKGROUND: The subject property is currently a part of the Bartlett Logistics Center Phase 2 subdivision that was approved by the Planning Commission on February 5, 2001.

DISCUSSION: The specific request by the applicant is for the approval to re-subdivide three (3) existing lots within the industrial subdivision to create a six (6) lot planned development. The lot sizes will range from 1.9-acres to 3.3-acres. The existing 22-foot wide driveways will remain, and provide cross access to each of the six (6) lots. Addressing and main access to all of the lots will remain from Wolf Lake Drive.

Approved with conditions of staff and to include the temporary extension for screening to January 1, 2016.

Site Plans

3. Culpepper Place Assisted Living, 8480 Highway 70 (Michael Rogers, Fisher & Arnold, Inc.)

INTRODUCTION: Mr. Michael Rogers with Fisher & Arnold is requesting Planning Commission approval of a revised site plan for Culpepper Place Assisted Living. The subject property is located at 8480 Highway 70 within the “RS-12” Residential Zoning District.

BACKGROUND: On August 8, 2013, the Planning Commission forwarded a favorable recommendation to the Board of Mayor and Aldermen for both the Rezoning and Special Use Permit for the assisted care use of the property. On September 10, 2013, the Board of Mayor and Aldermen granted the rezoning and the Special Use Permit. On February 3, 2014, the Planning Commission approved the site plan for the Culpepper Place development.

DISCUSSION: The applicant is requesting the removal of the Ordinance requirement to provide a 6-foot tall shadowbox fence with brick columns within the 20-foot wide landscape buffer along the rear property line that separates residential and commercial property. The applicant intends to install the required landscaping. The subject property backs-up to vacant residential property and Cedar Hall. The Cedar Hall property is located at a higher elevation than the Culpepper property. The Cedar Hall property has a fence and landscaping on their side of the common rear property line, which includes the embankment that faces the Culpepper property. Should the Culpepper owners install a fence along the rear property line

at the lower elevation, a landscaped alley would be created.

Approved with staff conditions and allow the fence not to be installed as previously approved unless Cedar Hall should remove their fence at a later date. Then, at such time, they will need to install the fencing. Also, remove #4 regarding signage which has been corrected.

4. River City Church, Northwest Corner of Kirby-Whitten Parkway and St. Elmo Road (John Parrish, Carlson Consulting Engineers)

INTRODUCTION: Mr. John Parrish with Carlson Engineering Consultants is requesting approval of a revised site plan for the River City Church. The subject property is located on the northwest corner of Kirby-Whitten Parkway and St. Elmo Road within the “RS-10” Residential Zoning District.

BACKGROUND: On May 5, 2014, the Planning Commission approved a revised site plan to add an 8,010 square foot church building, and a 202-space parking lot onto an existing church site. The approved plan also included the phasing of the 202-space parking lot that will be built in two phases, and on site detention. The approved access to the site was from a new access drive from Kirby-Whitten Parkway, and the existing access drive from Booth Forest Cove.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to change the following site items:

- 1) Reconfigure the 202-space parking lot, and add 39-parking spaces;
- 2) Reduce the size of the northern most driveway from Kirby-Whitten Pkwy from 36-feet to 33-feet, and increase the size of the curbed island adjacent to the driveway entrance from 29.32-feet to 39.32-feet;
- 3) Modify/widen the median cut-through on Kirby-Whitten Pkwy, and;
- 4) Add an access driveway with parallel parking along the east side of the property.

Approved with conditions of staff and modification of two items - the Site Plan Contract re St. Elmo and change Number 4 under Discussion above showing the east side which actually should be on the west side.

Subdivision

5. McLaughlin S/D, (Construction and Final Plans) Southwest corner Shadow Run & Shadowlawn Road (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with the Bray Davis Firm is requesting Planning Commission approval of Construction and Final Plans for the McLaughlin Subdivision. The subject property is located at the southwest corner of Shadowlawn Road and Shadow Run Lane within the “RS-15” residential zoning district.

BACKGROUND: In 2014, the City conveyed Lot B (9,414 square feet) from the Hampton Grove Subdivision to the property owners adjacent to the lot with certain conditions. On April 5, 2015, the Planning Commission forwarded a favorable recommendation to the Board of Mayor and Aldermen to remove Lot B from the Hampton Grove recorded subdivision plat.

DISCUSSION: The specific request by the applicant is for the approval of the two lot McLaughlin Subdivision's Final and Construction Plans, including the addition of Lot B from the Hampton Grove Subdivision. The subject lot to be subdivided is 4.73-acres in size, and has an existing house. Lot 1 of the new subdivision will be 30,402-square feet and Lot 2 will be 42,726-square feet. Lot 1 will keep the existing house and has driveway access from Shadowlawn Road. The proposed access for Lot 2 will be from Shadow Run Lane. The property owners will dedicate 2.97-acres to the City of Bartlett for the greenbelt. The property owners will continue to maintain the public pedestrian access/sidewalk along Shadow Run Lane.

Approved with conditions of staff.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/14/15 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

AGENDA ITEM

**Appoint Polly Schrimper to the Bartlett Performing Arts and
Conference Center Advisory Board.**

Polly Schrimper will fill the position vacated by Leanne Braddock. Her term will expire December 31, 2016.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

REVIEWED

RESOLUTION (ID # 1555)

Meeting: 07/14/15 07:00 PM

Department: Planning and Economic Development

Category: Public Hearing

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1555

Set a Public Hearing for August 11, 2015 for Resolution 17-15, a resolution approving amendments to the Planned Development for Bartlett Logistics P.D.

WHEREAS, an application has been made for amendments to the Planned Development for Bartlett Logistics P.D.,

WHEREAS, the Planning Commission reviewed the proposed amendments to the Planned Development for Bartlett Logistics P.D. on Monday, July 6th, 2015, in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on August 11th, 2015th, and approved the amendments to the Planned Development for Bartlett Logistics P.D. located on the northern side of the western terminus of Wolf Lake Drive. The site encompasses the addresses 8370, 8380, 8390, 8400, 8410 and 8420 Wolf Lake Drive. Bartlett Logistics Center Phase II resulted from the re-subdivision of Lot I, Phase I of the New Brunswick Road Subdivision. It is currently composed of three lots, recorded in 2007 in Plat Book 233, Page 10, within the "I-P" Planned Industrial Park Zoning District, subject to the following conditions:

Engineering Conditions:

1. Each lot has its own sewer and water service to the existing buildings on each lot.
2. There are some private drain lines and drainage structures that were constructed as part of the original development, the future maintenance responsibility for these lines and structures will need to be address on the revised plat.
3. There are two detention basins that were constructed as part of the original development, the future maintenance responsibility for these detention basins will need to be addressed on the revised plat.
4. A Site Plan contract will be required covering any new specific public improvements.

Planning Comments:

1. The Zoning Ordinance requires a 30-foot wide landscape buffer between industrial and residential property. The applicant has purchased 5-acres of land behind the subject property that is still a part of the Richland Valley residential P.D. The applicant has future plans to remove the land out of the Richland Valley P.D., to rezone, and add it to the proposed industrial P.D. Therefore, the applicant is requesting a temporary waiver of the landscape buffer requirements for the portion of the proposed P.D. that backs up to the Richland Valley P.D.
2. A temporary waiver of the landscape buffer requirements for the portion of the proposed P.D. that backs up to the Richland Valley P.D. was approved at the Planning

Commission meeting to extend timeframe until January 1, 2016.

Planning Conditions:

1. Should the Planning Commission approve this request, the buildings on Lots 1, 3, and 5 will not have road frontage as required by the Zoning Ordinance. The private drive shall be designated on the plat as a shared access driveway easement for all the lots. Each building currently has a separate address number from Wolf Lake Drive.
2. There is currently a recorded list of covenants and restrictions for the property. The applicant shall address the intent as to whether or not to revoke, amend or to keep the list in place. However, since the applicant informed staff that if this P.D. is approved, the lots may be sold to different entities, staff recommends that a Property Owners Association (POA) be formed to take care of all the common property (i.e., landscaping, driveways, etc.). A note regarding this matter shall be recorded on the plat.
3. Should the Master Plan/Outline Plan be approved, the Final Plan shall be submitted to the Planning Commission and recorded within 5-years of the approved Master Plan.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

WHEREAS, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Bartlett Logistics P.D. should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the amendments to the Planned Development for Bartlett Logistics P.D., located on the northern side of the western terminus of Wolf Lake Drive. It encompasses the addresses 8370, 8380, 8390, 8400, 8410 and 8420 Wolf Lake Drive, and is within the "I-P" Planned Industrial Park Zoning District, incorporating the above listed conditions, are approved.

ADOPTED THIS 8TH DAY OF AUGUST 11th, 2015.

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/14/15 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Resolution 18-15, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the City of Bartlett has identified delinquent property taxes that are no longer on the Shelby County Trustee's list of delinquent taxes; and

WHEREAS, the City of Bartlett has determined that these taxes dating from Tax Year 1997 through 2002 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the taxes, interest, penalties and associated costs on the properties listed in the attached Schedule A totaling \$10,609.54 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of July 14, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB133832	1000327	1997	CRAFTS BY CASE	8051 CLAREDALE	STATUTE OF LIMITATIONS	\$8.32
B0148MC00021	2008277	1997	MCSWAIN WILLIAM B AND WILLIAM	STEFFAN WOODS	STATUTE OF LIMITATIONS	\$106.26
PB102874	1001150	1997	SPECIALTY RECORDING SERVICES	6061 STAGE RD, STE 8	STATUTE OF LIMITATIONS	\$306.12
PB133832	1014715	1998	CRAFTS BY CASE	8051 CLAREDALE	STATUTE OF LIMITATIONS	\$9.29
B0148MC00021	2008540	1998	MCSWAIN WILLIAM B AND WILLIAM	STEFFAN WOODS	STATUTE OF LIMITATIONS	\$141.90
PB147352	1015338	1998	OWL CLEANING SERVICE	3935 CLOVER HILL DR	STATUTE OF LIMITATIONS	\$80.11
PB102874	1001150	1998	SPECIALTY RECORDING SERVICES	6061 STAGE RD, STE 8	STATUTE OF LIMITATIONS	\$222.53
PB137957	23	1999	COX COTTON CANDY COMPANY	3182 TEABERRY LN	STATUTE OF LIMITATIONS	\$35.60
PB133832	1014905	1999	CRAFTS BY CASE	8051 CLAREDALE	STATUTE OF LIMITATIONS	\$12.38
PB138241	1015088	1999	FLICKER SCENTS	6025 STAGE RD, STE 42-282	STATUTE OF LIMITATIONS	\$6.19
*PB152553	6	1999	ISLAND-ANTIQUES	7485 US HWY 70	STATUTE OF LIMITATIONS	\$3.87
PB122430	1015335	1999	LEBONHEUR AMBULATORY SERVICE	1407 UNION AVE	STATUTE OF LIMITATIONS	\$346.75
B0148MC00021	2008632	1999	MCSWAIN WILLIAM B AND WILLIAM	STEFFAN WOODS	STATUTE OF LIMITATIONS	\$141.90
PB147352	1015513	1999	OWL CLEANING SERVICE	3935 CLOVER HILL DR	STATUTE OF LIMITATIONS	\$107.97
PB140315	1015520	1999	PANEL CONCEPTS INTERNATIONAL	P O BOX 3794	STATUTE OF LIMITATIONS	\$44.89
PB102874	1015723	1999	SPECIALTY RECORDING SERVICES	6061 STAGE RD, STE 8	STATUTE OF LIMITATIONS	\$300.31
PB152970	1100037	1999	SUBURBAN LODGE - BARTLETT	7380 STAGE ROAD	STATUTE OF LIMITATIONS	\$200.07
PB154815	25	2000	BALLOONABILITIES EAST INC	4011 TONYA MARIE CV	STATUTE OF LIMITATIONS	\$17.80
PB153577	15	2000	CMS GROUP, LLC	6025 STAGE RD, STE 42-327	STATUTE OF LIMITATIONS	\$548.77
PB133832	1015385	2000	CRAFTS BY CASE	8051 CLAREDALE	STATUTE OF LIMITATIONS	\$16.64
PB158189	27	2000	MARANATHA	2805 SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$39.86
B0148MC00021	2008760	2000	MCSWAIN WILLIAM B AND WILLIAM	STEFFAN WOODS	STATUTE OF LIMITATIONS	\$141.90
PB056458	1015938	2000	MILLS & SONS INC	6801 HWY 70 STE 106	STATUTE OF LIMITATIONS	\$231.81
PB102874	1016239	2000	SPECIALTY RECORDING SERVICES	6061 STAGE RD, STE 8	STATUTE OF LIMITATIONS	\$146.67
PB148869	26	2000	SUPERIOR AIR/ROBERT HARDER	3882 HAYNES	STATUTE OF LIMITATIONS	\$8.13
PB150174	21	2000	UNIVERSAL FLOORING CONTRACTORS	2371 BARTLETT OAKS DR	STATUTE OF LIMITATIONS	\$6.58
PB154815	15629	2001	BALLOONABILITIES EAST INC	4011 TONYA MARIE CV	STATUTE OF LIMITATIONS	\$9.96
PB133832	15885	2001	CRAFTS BY CASE	8051 CLAREDALE	STATUTE OF LIMITATIONS	\$21.40
PB164785	203	2001	DAIRY QUEEN	5730 STAGE RD	STATUTE OF LIMITATIONS	\$512.91
PB048178	193	2001	DELTA GRAPHICS	6757 STAGE	STATUTE OF LIMITATIONS	\$170.85
PB132367	195	2001	FERRELL & CO., INC.	3100 APPLING	STATUTE OF LIMITATIONS	\$116.97
PB151728	202	2001	K M CLEANING SERVICES	5836 DIPLOMAT PL	STATUTE OF LIMITATIONS	\$103.32
PB158189	204	2001	MARANATHA	2805 SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$41.33

EXHIBIT A - PAGE 2

PB123940	184	2001	MCCOLLUM TRUCKING	3706 STONETRACE	STATUTE OF LIMITATIONS	\$47.97
(*) PB163942	150	2001	MCGATHAN SERVICES	6849 BRIMFIELD	STATUTE OF LIMITATIONS	\$13.28
B0148MCO0021	9119	2001	MCSWAIN WILLIAM B AND WILLIAM	STEFFAN WOODS	STATUTE OF LIMITATIONS	\$138.38
PB164425	16475	2001	NAMCO CYBERSTATION INC #25206	7930 STAGE ROAD	STATUTE OF LIMITATIONS	\$25.83
PB123873	16588	2001	PROFIT RECOVERY GROUP USA INC	2960 STAGE ROAD	STATUTE OF LIMITATIONS	\$129.52
*PB163437	145	2001	RENAISSANCE CONTROLS LLC	5664 BLACKWELL	STATUTE OF LIMITATIONS	\$2.95
PB102874	16749	2001	SPECIALTY RECORDING SERVICES	6061 STAGE RD, STE 8	STATUTE OF LIMITATIONS	\$188.93
PB152970	16785	2001	SUBURBAN LODGE - BARTLETT	7380 STAGE ROAD	STATUTE OF LIMITATIONS	\$265.97
PB148869	199	2001	SUPERIOR AIR/ROBERT HARDER	3882 HAYNES	STATUTE OF LIMITATIONS	\$8.49
*PB164890	168	2001	TELOCITY DELAWARE, INC	BARTLETT	STATUTE OF LIMITATIONS	\$9.23
PB163544	30027	2002	AA HERITAGE REFLECTION ICON	6309 EAGLE VALLEY COVE	STATUTE OF LIMITATIONS	\$4.06
PB158020	30221	2002	BENEFIT RECOUPMENT SERVICES INC	3738 NORTHWOOD DR	STATUTE OF LIMITATIONS	\$3.69
PB065855	50136	2002	C & D TELECOMMUNICATIONS	6907 ASH HILL LANE	STATUTE OF LIMITATIONS	\$36.53
PB133468	30310	2002	CANCUN MEXICAN RESTAURANT	5806 STAGE RD	STATUTE OF LIMITATIONS	\$21.77
PB172656	50137	2002	CHESAPEAKE INFUSION INC	3205 KIRBY WHITTEN PKWY	STATUTE OF LIMITATIONS	\$77.12
PB164785	30451	2002	DAIRY QUEEN BARTLETT	5730 STAGE RD	STATUTE OF LIMITATIONS	\$422.87
PB167460	30570	2002	EVERLASTING BEAUTY	5838 STAGE	STATUTE OF LIMITATIONS	\$16.23
PB151728	50130	2002	K M CLEANING SERVICES	5836 DIPLOMAT PL	STATUTE OF LIMITATIONS	\$82.29
PB144670	30831	2002	KENS INTERIOR	6816 SYCAMORE	STATUTE OF LIMITATIONS	\$11.07
PB038268	30872	2002	LIBERTY DODGE INC	8170 HWY 64	STATUTE OF LIMITATIONS	\$3,682.99
PB158189	50131	2002	MARANATHA	2805 SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$41.33
UTLTP001050	50016	2002	MCI METRO ACCESS TRANSMISSION SER INC	BARTLETT UTILITY TAX	STATUTE OF LIMITATIONS	\$22.99
UTLTL000200	50017	2002	MCI WORLD COM NETWORK SERVICES INC	BARTLETT UTILITY TAX	STATUTE OF LIMITATIONS	\$15.63
PB144346	50143	2002	NVI SLEEVE CITY	6610 SUMMER AVE #101	STATUTE OF LIMITATIONS	\$73.06
PB170952	50140	2002	POSTEC	7850 STAGE HILLS BLVD	STATUTE OF LIMITATIONS	\$247.97
PB123873	31145	2002	PRG-SCHDUIZ USA INC	2960 STAGE PLAZA N	STATUTE OF LIMITATIONS	\$150.55
PB148869	50134	2002	SUPERIOR AIR/ROBERT HARDER	3882 HAYNES	STATUTE OF LIMITATIONS	\$8.49
PB164890	31399	2002	TELOCITY DELAWARE, INC	BARTLETT	STATUTE OF LIMITATIONS	\$27.31
PB150604	31526	2002	WEBBS BUSINESS CONSULTING	785 CAIRN CREEK DR	STATUTE OF LIMITATIONS	\$3.69
UTLPC016600	50092	2002	WRAY'S DELIVERY SERVICE	BARTLETT UTILITY TAX	STATUTE OF LIMITATIONS	\$619.99

\$10,609.54

(*) Paid, refunded by mistake.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/14/15 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 19-15, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2015, in an amount not to exceed \$1,064,000, and providing for the payment of said notes.

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

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

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

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

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

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

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

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

the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$1,064,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2015". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.75% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

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

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

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the

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

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

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

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

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

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

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

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

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

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

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

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

Municipality's adoption of the budget.

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

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2015 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

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

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

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations

(other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2015 calendar year will be designated as "qualified tax-exempt obligations".

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

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

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$1,064,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such

amendments to this Resolution as will not impair the rights or security of the owner of the Notes

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

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

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

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

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any

officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

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

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

Approved and adopted this 14th day of July, 2015.

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

A. Keith McDonald, Mayor

Attest:

Stefanie McGee, City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on July 14, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,064,000 General Obligation Capital Outlay Notes, Series 2015, by said

Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 14th day of July, 2015.

City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT

GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2015

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF BARTLETT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, City Hall, Bartlett, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on _____ and _____ of each year, commencing _____, 2016, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

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

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

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

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2015" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,064,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the upgrade to network and communications infrastructure, acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on July 14, 2015, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

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

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

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

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

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

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

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Clerk and its official seal to be impressed or imprinted hereon, all as of _____, 2015.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/14/15 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Resolution 20-15, a resolution to accept additional reimbursement from Shelby County 911 Emergency Communications District in an amount up to \$70,000 and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase of equipment.

WHEREAS, the Police Department did receive notice from Shelby County 911 Emergency Communications District of additional budgeted funds available to the City of Bartlett for reimbursement of the cost of purchase and installation of the Vision Air CAD system, including courtview/jailview reporting software module from ADSI, Inc., and

WHEREAS, the Shelby County 911 Emergency Communications District will reimburse 100 percent of additional costs totaling \$70,000, and

WHEREAS, it is necessary to accept the Shelby County 911 Emergency Communications District reimbursement revenue, amend the Fiscal Year 2016 Grants Fund revenue and expenditure budgets to appropriate the \$70,000 and authorize the equipment purchase.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Shelby County 911 Emergency Communications District additional reimbursement is accepted in the amount of \$70,000 and that the Fiscal Year 2016 Grants Fund Budget is amended to appropriate these funds and the purchase authorized.

Adopted this day of July 14, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/14/15 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Stefanie McGee
Department Head: A. Keith McDonald

AGENDA ITEM

Appoint Jason Sykes as Director of the Bartlett Performing Arts and Conference Center.