



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 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.

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



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 9, 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: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Parks and Recreation Advisory Board, June 11 at 7 p.m.

Historic Preservation Commission, June 15 at 7 p.m.

Design Review Commission, June 16 at 6:30 p.m.

Bartlett Arts Council, June 16 at 6:30 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scout Dale Gouge from Troop 14. He attended the meeting to earn his Citizenship in the Community merit badge.

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

MINUTES ACCEPTANCE

Minutes of the May 26, 2015 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 9, 2015 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Ordinance 15-02, an ordinance to adopt the 2015-2016 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.

No one spoke in favor or in opposition to Ordinance 15-02.

Adjourned at 7:05 p.m.

2. Ordinance 15-03, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2015.

No one spoke in favor or in opposition of Ordinance 15-03.

Adjourned at 7:06 p.m.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 15-02, an ordinance to adopt the 2015-2016 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

Mr. Phebus noted that the school budget decreased from last year. This budget maintains all City services at their current levels, and includes a 2 percent salary increase for all full-time employees. It also includes career ladder and salary-survey adjustments for some employees. The solid waste fee will increase \$1 and each of the three ambulance fees will increase. The City's contribution to the schools systems' budget is \$1.72 million. This budget also includes a 5 percent increase in health insurance premiums. The Capital Improvement Projects Budget includes funds to overhaul the city's public safety radio system as required by the Federal government.

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

- 2 **Third Reading of Ordinance 15-03, An ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2015. (Dick Phebus, Director of Finance)**

The City will maintain its current tax rate of \$1.62.

RESULT: APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER: Bobby Simmons, Alderman
SECONDER: David Parsons, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- 1 **Site Plan Contract for Gus's Fried Chicken. (Wade Towles, Assistant Director of Engineering)**
 The developer, Wolf Lake Investment Group, LLC, will pay \$4,097.78 in City fees. The bond is set at \$25,395.00.
- 2 **Bid for annual transportation projects for Fiscal Year 2016. (Rick McClanahan, Director of Engineering)**
 Recommend accepting the lowest bid from the contractors marked with ** for concrete replacement, traffic signal repair, asphalt pavement, pavement markings, and parking lot pavement markings.
- 3 **Bid for Water Treatment Plant Chemicals for Fiscal Year 2016. (Rick McClanahan, Director of Engineering)**
 Recommend accepting the lowest bid from DPC Enterprises for Chlorine at a cost of \$0.325 per pound for the first half of Fiscal Year 2016; the second half of the fiscal year should be awarded to Harcross. Recommend accepting the lowest bid from Harcross for Sodium Fluorosilicate at \$0.49 per pound, and Ideal for Sodium Hexametaphosphate at \$0.9180 per pound. Funds are available in the FY2016 Budget.
- 4 **Bid for Recreation Center's Pool Resurfacing. (David Thompson, Director of Parks and Recreation)**
 Recommend accepting the lowest bid from Mid-America Pool Renovation at a cost of \$51,730.00. Funds are available in Account 110.44900.921.
- 5 **Bid for one 2015 33,000 GVWR Truck with Flat Bed. (David Thompson, Director of Parks and Recreation)**
 Recommend accepting the lowest, qualified bid from Tag Truck Center at a total cost of \$87,120.00. Funds are available in account 311.4.47.47048311.785.50715.
- 6 **Cost Proposal for Communications Consultant for Public Safety Radio System. (Dick Phebus, Director of Finance)**
 Recommend accepting the cost proposal from Federal Engineering, Inc., and approving the consulting services agreement for the assessment, procurement, and implementation

Minutes Acceptance: Minutes of Jun 9, 2015 7:00 PM (MINUTES ACCEPTANCE)

of public safety radio system in the amount of \$119,480, including labor and travel expenses.

7 Renewal of maintenance agreement for Watson Field Reporting. (Gary Rikard, Chief of Police)

Request to renew service agreement with Data Driven for Watson Field Reporting Suite in the amount of \$37,364.90. This is an annual agreement running from July 1, 2015 to June 30, 2016. Funds are available in Account 123.48123.264.

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

Item 1 - Site plan for Compass Self Storage was tabled to the July meeting.

Item 2 - Site plan for Rye's Body Shop was approved with conditions.

Item 3 - Site plan for Midsouth Muffler Automotive was denied.

Item 4 - Site plan for Fullview Missionary Baptist Church was approved with conditions.

NEW BUSINESS

I Appoint John Morrison to the Parks and Recreation Advisory Board. (A. McDonald, Mayor)

John Morrison will fill the position vacated by Sam Thompson. His term will expire December 31, 2015.

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

2 Property, Liability, Auto, and Other General Insurance renewals. (Peter Voss, Director of Personnel)

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

3 Resolution 12-15, a resolution to authorize the issuance, sale, and payment of revenue anticipation notes not to exceed \$8,000,000 and to enter into an agreement with the Bartlett City Board of Education for said notes. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this revenue anticipation note is an \$8 million loan to provide funding for the Bartlett City School System until their reserves are built up. The City and School Board have an agreement that the School Board will pay this loan back in full.

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

4 Resolution 13-15, a resolution to amend the Fiscal Year 2015 General Purpose School Fund and Special Revenue Fund Budget to approve additional funding for Bartlett City Schools. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this resolution amends the school budget subject to the Bartlett City School Board of Education's approval on June 25.

Supt David Stephens said the State allocated these funds for technology within the Schools' capital fund. This \$400,000 allocation will be used for technology upgrades and infrastructure.

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

5 Resolution 14-15, a resolution to amend the Fiscal Year 2015 General Purpose School Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this amendment has a net zero effect on the Schools' budget.

Supt. Stephens added that the State gave the School System permission to move transportation funds around within the budget.

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

6 Resolution 15-15, a resolution to delete uncollectible accounts from ambulance customers' accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus noted that these write-offs are from Fiscal Year 2013 and prior.

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

7 Resolution 16-15, a resolution to delete uncollectible accounts from utility customers' accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus said this is an annual resolution; this year's utility account write-offs amount to \$61,331.48, which is a decrease from last year.

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

OPEN DISCUSSION

Alderman Pleasant announced his annual fish fry will be held Saturday, July 18 at 3 p.m. He has invited former Arkansas governor Mike Huckabee.

Mayor McDonald said the City's annual children's fishing rodeo was a success; one thousand pounds of fish were caught.

Jason Sykes, speaking on behalf of the Bartlett Station Commission, said Movies in the Park is halfway through its season. Two shows have been rescheduled due to rainy weather. The final showing will be Friday, July 10.

ADJOURNMENT

Meeting adjourned at 7:26 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 9, 2015 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/23/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Memphis Runners Track Club Road
Race Series 5K Run.**

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



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

2629 Bartlett Blvd WJ Freeman Park 38134
Address Zip Code

August 9th and August 23rd 5:30 - 9:30 a.m.
Dates of the Event Hours of the Event

Memphis Runners Track Club Road Race Series 5 mile run
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Memphis Runners Track Club P.O. Box 17981 Memphis, TN 38187
Special Event Permit Applicant Address of Applicant

(901) 246-1565
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

☒ \$60.00 Special Event Fee
☒ \$4.00 Permit Issuing Fee
\$64.00 Total

Rob Hunter 5/29/15
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Road Race Series 5 mile runs
 Location: W. J. Freeman Park 2629 Bartlett Blvd.
 Dates: August 9th and August 23rd

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- 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.	map attached police notified
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. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	X			<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	memo to Police
14	X			<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15				<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				<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.	memo attached
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.	memo attached
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.	map attached
33	X			Date of the proposed event.	memo attached
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.	memo attached
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.	map attached
36	X			Location and number of proposed temporary public toilets.	memo attached
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			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.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2015

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: margaret.mayers@starfinancial.com ADDRESS:	
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 INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES **CERTIFICATE NUMBER:** 2015 \$2M 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 \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		KRO0000004913300	12/31/2014 12:01 AM	12/31/2015 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000 Abuse & Molestation Aggregate \$5,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		KRO0000004913300	12/31/2014 12:01 AM	12/31/2015 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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)		SPX00000026656100	12/31/2014 12:01 AM	12/31/2015 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

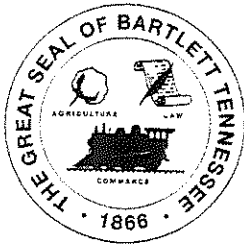
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 08/09/15 and 08/23/15 MRTC Road Races Series 5 Milers INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan; PO Box 17981, Memphis, TN 38187

CERTIFICATE HOLDER

CANCELLATION

08/09/15 City of Bartlett 6400 Stage Rd. Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Lefever/LIO
---	---



City of Bartlett

PARKS & RECREATION

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

June 8, 2015

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

The Memphis Runners Track Club has requested to use W. J. Freeman Park on Sunday, August 9, 2015, and Sunday, August 23, 2015, for their Road Race Series 5 Mile Runs.

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

Sincerely,

Shan Criswell
Assistant Director
Parks and Recreation
City of Bartlett

Attachment: Memphis Runners Track Club Road Race-August 2015 (1529 : Memphis Runners Track Club Road Race Series 5K Run)



MEMPHIS RUNNERS TRACK CLUB
P.O. Box 17981
Memphis, TN 38187-0981

May 29, 2015

Respectfully submitted to:

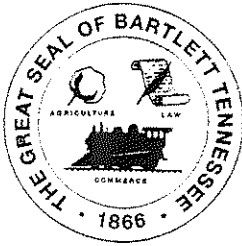
Mayor A. Keith McDonald
 Bartlett Board of Alderman
 Bartlett Parks & Recreation

The Memphis Runners Track Club (MRTC) requests permission to conduct two 5-mile races on public streets inside the City of Bartlett with the finish and post race activities in WJ Freeman Park again this year. Race route maps are attached. These events are scheduled for 7 a.m. on two Sundays, August 9 and 23, 2015. MRTC activities at the park will occur from approximately 5:30 to 9 AM each day and will not prevent other park users from enjoying the park during this time. These races are part of a 10-race series that our club conducts each year from July thru November. This series is the largest of several activities MRTC conducts each year, all with an emphasis on health and fitness. MRTC has over 3600 members, many residing in Bartlett and we feel that the races give a favorable view of Bartlett parks and neighborhoods to those living elsewhere. Also, our people have a strong appreciation for the park and we take great pride in our clean-up activities. We always leave the park in 'as good or better' condition as when we arrived. We will provide port-a-lets for each weekend to supplement the existing restroom facilities. In our 2014 races here, we had approximately 1000 runners with an age range of 8 to 70. Depending on the weather on race day we would project 2015 participation of 900 to 1100 runners with 50 or so additional spectators for each date.

Memphis Runners Track Club is a 501(c)3 organization since 1979 and we maintain liability insurance under the umbrella of the Road Runners Club of America. We conduct 16 running events similar to these for our members each year and we are a race timing contractor/technical adviser for over 60 other running events for various charities in the region. We also conduct special training sessions each year for women and kids (over 1000 women and 200 kids in 2014) and we underwrite scholarships at the University of Memphis and at Youth Villages. We also partner with St Jude Children's Research Hospital on the St. Jude Memphis Marathon Weekend each year in Dec. For more information about our club please visit www.memphisrunners.com.

Thank you for your consideration and we look forward to a favorable response again this year.

Robert E. (Rob) Hunter P.E.
 MRTC Co-Race Director
 BSCE (Retired)
 (901) 246-1565
robhunter33@comcast.net



City of Bartlett

PARKS & RECREATION

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

MEMORANDUM

TO: Inspector Cox

FROM: Shan Criswell *SC*

DATE: June 8, 2015

RE: Road Race Series 5 Mile Runs

cc: David Cupp

The Memphis Runners Track Club has contacted me about their two annual 5 mile runs that are held in Bartlett every year. They need help with traffic control at three locations and would like to request the assistance of the Bartlett Police Department.

The dates for the two runs are Sunday, August 9, 2015, and Sunday, August 23, 2015. They begin at 7:00 AM. The locations where traffic control is needed are:

1. Bartlett Blvd., just north of the pedestrian crosswalk for Freeman Park for the start.
2. Hawthorn at Elmore Park; and
3. Elmore at Bartlett Blvd. (The officer at the start line could actually move to this spot.)

I am enclosing a map of the course.

Thanks a bunch!!

Attachment: Memphis Runners Track Club Road Race-August 2015 (1529 : Memphis Runners Track Club Road Race Series 5K Run)

MRTC RRS 5 MILE, WJ Freeman Park, Bartlett, TN
Measured by Rob Hunter & Lane Purser, 13 May 2008

USATF-Certified Course TN08030MS
Expiration Date: 31 December 2018

START---Located on the east side of Bartlett Blvd approx. 125' north of the pedestrian crosswalk, the nail is 63'9" north of a sewer manhole in the grass behind the curb and 51'7" south of a sewer manhole in the sidewalk.

MILE 1---Located at the driveway to 6143 Ivanhoe, the nail is 30'10" southeast of a fire hydrant and 32' southwest of a sewer manhole in the grass on the east side of the street.

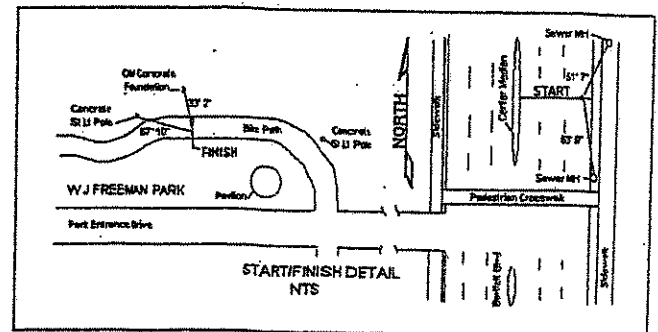
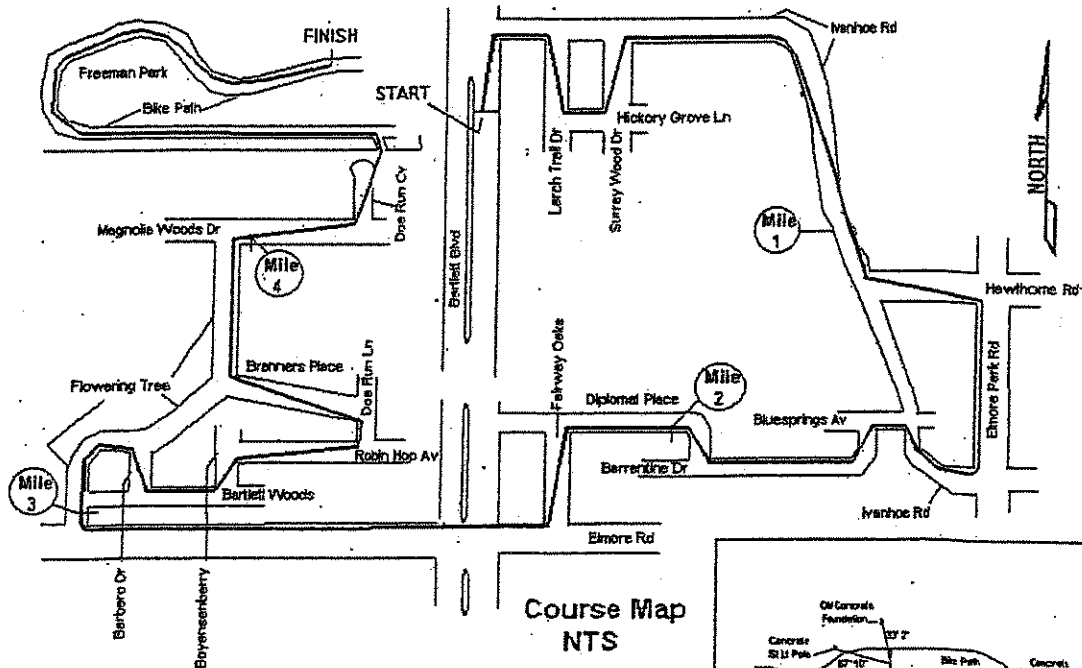
MILE 2---Located at the west edge of the driveway to 5981 Diplomat, the nail is 12'11" east of a water valve cover and 23'2" west of a sewer manhole (both in the street).

MILE 3---Located on the east side of Flowering Tree approx. 35' south of Bartlett Woods, the nail is 3'3" south of a water valve cover and 8' 7" south of a storm drain inlet.

MILE 4---Located in front of 5673 Magnolia Woods approx. 60' east of Flowering Tree, the nail is 37'6" southwest of an electric transformer grate in the sidewalk and 31'8" southeast of the concrete water meter box to 5672 Magnolia Woods (both on the north side of the street).

FINISH---Located on the asphalt path approx. 200' west of the pavilion, the nail is 67'10" east of the 2nd concrete street light pole from the park entrance drive and 33'2" south of an old rectangular concrete foundation in the grass on the north side of the trail.

COURSE DESCRIPTION---The runners start with traffic in the 3 northbound lanes of Bartlett Blvd in front of the park. At Ivanhoe Rd the runners turn right (east) and run unrestricted (for the remainder of the race) to Larch Trail Dr where they turn right (south) to Hickory Grove Lane where they turn left (east) to Surrey Wood Dr where they turn left (north) back to Ivanhoe Rd where they turn right (east) and continue passing Mile 1 to Hawthorne Rd where they turn left (east) to Elmore Park Rd where they turn right (south). At Ivanhoe Rd they turn right (west & north) to Blue Springs Ave where they turn left (west) and make a quick left (south & west) on Barrentine Dr. The runners continue to Diplomat Place where they turn right (north & west) passing Mile 2 to Fairway Oaks where they turn left (south) and proceed to Elmore Rd where they turn right (west). At Flowering Tree the runners turn right (north & east) passing Mile 3 to Barbaro Dr where they turn right (south) to Bartlett Woods where they turn left (east) to Boysenberry where they turn left (north) to Robin Hop Ave where they turn right (east) to Doe Run where they turn left (north) to Brenners Place where they turn left (west) back to Flowering Tree where they turn right (north) to Magnolia Woods where they turn right (east) and pass Mile 4 to Doe Run Cove where they turn left (north) and take the shortest route to the pedestrian gate to the asphalt trail in the park. The runners turn left (west) and proceed on the trail in a clockwise direction around the park to the finish near the pavilion.



RH, LP & JB 5/13/2008



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/23/15 07:00 PM
Department: Finance
Category: Proposal
Prepared By: Stefanie McGee
Department Head: Dick Phebus

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

<u>Department</u>	<u>Year</u>	<u>Make/Model</u>	<u>Color</u>	<u>Vehicle ID#</u>
Parks	1988	JCB Backhoe, model I700B	Yellow	SN1846S7P331604

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/23/15 07:00 PM
Department: Administration
Category: Contract
Prepared By: Stefanie McGee
Department Head: Mark Brown

Professional Services contract with Tyler Marketing.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/23/15 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Department Head: Dick Phebus

Renew contract with Yuletide Office Solutions for annual office supplies.

Bids were received in June 2014 for office supplies for fiscal year 2015. Yuletide Office Solutions was awarded the annual bid on June 24, 2014. Yuletide is a local area supply company located on Sycamore View Road and offer's next day delivery on stock items. The original bid provided for two (2) one-year renewals based on approval by the customer. We recommend a one-year renewal of this service by Yuletide Office Solutions.

Thank you for your consideration of this request.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/23/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid to repair concrete driveway at Fire Station #2.

The FY 2015-05-049 Concrete Driveway Repair Project Bartlett Fire Station No. 2 was advertised in *The Daily News* on May 20, 2015 and was also posted on the City of Bartlett's web site. The contractors that picked up bid documents are as follows:

Barnes & Brower, Inc.
A&B Construction
Mark Weeks Construction
Pro-Site Construction
Wagner General Contractors

On June 11, 2015, we received two bids for the construction of the **FY 2015-05-049 Concrete Driveway Repair Project Bartlett Fire Station No. 2**. The apparent lower bidder, Barnes & Brower, Inc. submitted a Total Base Bid of **\$36,411.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee, and it concluded that Barnes & Brower, Inc. has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Barnes & Brower, Inc. in the **base bid** amount of **\$36,411.00**, plus an additional amount of **\$5,000.00** for items that may need to be added during construction for a total not to exceed **\$41,411.00**. Barnes & Brower, Inc. has performed work for the City of Bartlett on other projects. Funding is available in Account 110.42200.921.

Bidder	Total Base Bid
Barnes & Brower, Inc.	\$36,411.00
A&B Construction	\$38,074.00

A copy of the bid document and the bid tabulation have been attached to this MinuteTraq file.

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

CONCRETE DRIVEWAY REPAIR PROJECT--BARTLETT FIRE STATION NO. 2

BID TAB

THURSDAY, JUNE 11, 2015

				Barnes & Brower		A & B Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
1	12" thick - concrete driveway, 4,000 psi limestone mix with fiber mesh and rebar	750	SF	\$18.18	\$13,635.00	\$16.07	\$12,052.50
2	Saw Cutting	150	LF	\$8.62	\$1,293.00	\$16.33	\$2,449.50
3	Crushed Limestone - CR 610 - compacted in place	250	TON	\$57.24	\$14,310.00	\$51.40	\$12,850.00
4	Joint Sealer	400	LF	\$3.73	\$1,492.00	\$7.53	\$3,012.00
5	Contic Expansion Joint	200	LF	\$2.92	\$584.00	\$10.05	\$2,010.00
6	6" perforated pipe, with filter cloth and washed rock	100	LF	\$48.48	\$4,848.00	\$35.50	\$3,550.00
7	New Bermuda sod	20	SY	\$12.45	\$249.00	\$107.50	\$2,150.00
Totals					\$36,411.00		\$38,074.00

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

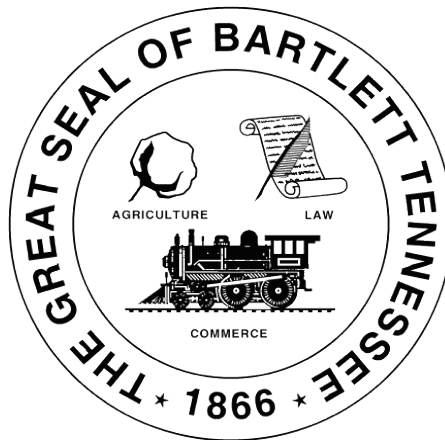
Sealed Bid #: FY2015-05-049

Due Date: June 11, 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 # FY2015-05-049

DUE: Thursday, June 11, 2015, no later than 2:00 p.m. (CST)

CONCRETE DRIVEWAY REPAIR PROJECT

BARTLETT FIRE STATION NO. 2

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: SB FY2015-05-049 FIRE STATION NO. 2 DW bid--single (1530 : Bid for FY 2015-05-049 Concrete Driveway Repair Project Bartlett

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR
 Sealed Bid #: FY2015-05-049
 Due Date: June 11, 2015

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **June 11, 2015**. Sealed bids are to be marked **“FY2015-05-049 Concrete Driveway Repair Project 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

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

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Agreement	A-1 to A-3

TC-1

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of the removal and replacement of approximately 740 square feet of deteriorated concrete drive sections and installation of concrete driveway sections in the front driveway of the Bartlett Fire Station #2, located at 5996 Memphis Arlington Road. Also includes the installation and compaction of CR-610 crushed limestone under the repaired sections of the concrete driveway. Also includes the installation of 6" perforated pipe, washed rock, filter cloth, sod, and expansion joint caulk. The actual locations will be as marked by the City of Bartlett.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the 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.

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

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 11, 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

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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 **seventy-five (75) days** after notice to proceed. Work shall be coordinated with Assistant chief Danny Baxter as this is a very active fire station. See Special Conditions for work schedule.

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.

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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.

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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.

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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.

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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.)

Title VI Plan-1

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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 _____) 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

This work will have to be scheduled and coordinated with Assistant Chief Danny Baxter at 901-385-5536 and done in a manner to keep the Bartlett Fire Station # 2 operational.

Item No. 1: Driveway Repair, 12" thick, 4,000 psi limestone with fibermesh, rebar, and air:

Includes cost of all materials, labor, and equipment necessary for the removal of the deteriorated concrete driveway and replaced as marked by the City of Bartlett. Construction includes 4,000 psi limestone concrete with fibermesh, #4 dowels 2'0" long on 2'0" centers, with 2 layers of #4 rebar installed on 12" centers, each direction, with the top layer of the #4 rebar tied to the dowel bar to connect to the existing concrete. Contractor will be responsible for the removal and disposal of all excavated materials. Driveway repair is paid per square foot of 12" concrete and this price includes all incidentals needed and listed above to complete this item. **Estimated quantity is 740 square feet.** Payment will be made at the unit price per **SQUARE FOOT of 12" THICK CONCRETE DRIVEWAY, WITH 4,000 PSI Limestone MIX, REBAR, AND AIR ENTRAINED** based on the actual filed measurements on what was installed.

Item No. 2: Saw Cutting:

Includes cost of all materials, labor, and equipment necessary for this item. Contractor will be responsible for the saw cutting out of the areas as marked by the City of Bartlett. The estimated amount of saw cutting in the concrete area is 130 linear feet of approximately 6.0 inches of concrete with wire mesh. This unit price includes all incidentals needed to complete this item. **Estimated quantity is 130 linear feet of saw cutting, as marked by the City of Bartlett.** Payment will be made at the unit price per **LINEAR FOOT of SAW CUTTING** based on the actual filed measurements.

Item No. 3: Crushed Limestone (CR-610):

Includes cost of all materials, labor, and equipment necessary for this item. Contractor will be responsible for the removal and disposal of all excavated materials. Install a minimum of 18" of compacted crushed limestone (CR-610) below the 12" concrete driveway that is being replaced. The crushed limestone will be paid based on the actual tonnage used based on the delivery tickets for this item and this price includes all incidentals needed to complete this item. **Estimated quantity is 230 tons.** Payment will be made at the unit price per **TON of CRUSHED LIMESTONE (CR 610)** based on the actual tonnage used and based on the tickets for this item.

Item NO. 4: Joint Sealer:

Includes cost of all materials, labor, and equipment necessary for this item. Remove the existing joint material and replace with new expansion joint material and Bartlett code Enforcement approved filler to seal the existing joints in the existing driveway. Contractor shall supply the manufacturer literature on the sealer for approval. This item will be paid by the linear foot but will include all necessary materials, activities to remove the existing joint material and replace with new expansion joint material and filler to seal the existing joints in the existing driveway. This item will be used as needed and marked by the engineering inspector. **Estimated quantity is 400 linear feet, or as directed by Engineer.** Payment will be made at the unit price per **LINEAR FOOT of JOINT SEALER** based on the actual filed measurements.

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Due Date: June 11, 2015

Item No. 5: Contic Expansion Joint:

Includes cost of all materials, labor, and equipment necessary for this item. Contractor shall install the contic expansion joint and seal cap as directed by the Engineer. Contractor shall provide submittals for review and approval on this item prior to its usage. The unit price includes all incidentals needed to complete this item. The joint sealer will be paid under item No. 4, above. **Estimated quantity is 200 linear feet, or as directed by Engineer.** Payment will be made at the unit price per **LINEAR FOOT** of **CONTIC EXPANSION JOINT** based on the actual filed measurements.

Item No. 6: 6" Perforated Pipe for underdrain system:

Includes cost of all materials, labor, and equipment necessary for this item for the installation of the 6" perforated pipe for underdrain. This item includes the 6" perforated drain pipe, filter cloth to be placed on the bottom and sides of the areas and the top, as directed by the Engineer, and the washed rock to be placed below and above the 6" perforated pipe. This item also includes the cost of the pit area as shown on SCS-4, including the filter cloth and washed rock. Payment will be made at the unit price per **LINEAR FOOT** of **6" PERFORATED PIPE FOR UNDERDRAIN SYSTEM** based on the actual filed measurements.

Item No. 7: SOD, NEW BERMUDA SOD shall include all labor, materials and equipment to install sod at the locations shown on the plans or as directed by the engineer. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. No additional payment will be made under this item. Payment will be made at the unit price per **SQUARE YARD** of **SOD** installed complete and in place.

ADDITIONAL SPECIAL CONDITIONS

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Quantities of all items will be paid based on the total amounts of each item actually used, rounded to the nearest half foot/square foot.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Code Enforcement for driveways and sidewalks.
- The contractor shall be responsible for blocking off the areas that are being replaced in order to keep traffic off the work area.
- Any concrete slabs removed and replaced shall meet the existing grade of adjacent concrete.
- Concrete mix design shall be 4,000 psi, limestone with fibermesh and air entrained. Contractor shall submit mix design with mix design certification reports to the City of Bartlett Engineer for review and approval.

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

- Contractor shall refer to SCS-1 through SCS-7 for details of proposed work.
- **This project will be constructed on two phases in order to keep the fire station operational. Phase 1 shall be the replacement of the single concrete slab and the installation of the 6” perforated pipe with the filter cloth and washed gravel under this area. After the concrete has been poured, the contractor shall wait a minimum of 28 days before allowing the fire truck to use that area. Phase 2 will consist of the rest of the concrete slab replacement including the 6” perforated pipe with filter cloth and washed gravel and the pit area as shown on SCS-4.**
- The contractor shall assist the City of Bartlett in the making of concrete cylinders to be used to verify the concrete strength, the cost of breaking these cylinders will be the responsibility of the City of Bartlett.
- **Acknowledgement of Each Applicable Addendum shall be shown on the outside of the bid envelope the contractor submits to the City of Bartlett.**

Demolition:

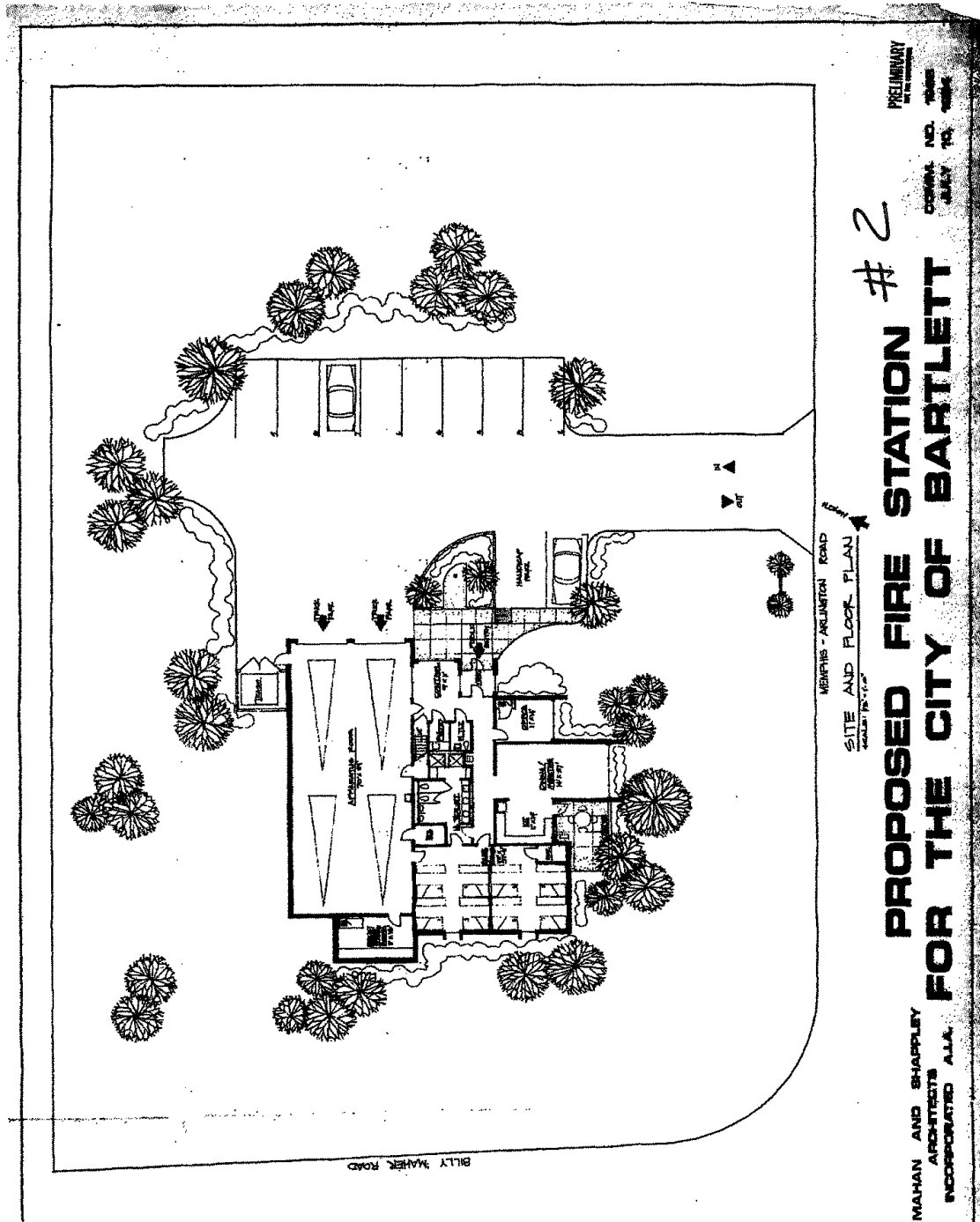
- a) The contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the contractor's responsibility to repair/replace in an acceptable manner.
- b) Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c) Disposal of all construction debris is the responsibility of the contractor.
- d) The contractor shall promptly clean up the debris created from the demolition of the existing sidewalk or curb and gutter. Any dirt placed in the street or grassed areas shall be removed and surface cleaned.
- e) Contractor shall be responsible for traffic control as per the MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- f) Contractor shall be responsible for the protection of any freshly poured concrete and if damaged, then it shall be replaced with no additional costs to the City.

SC-3

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

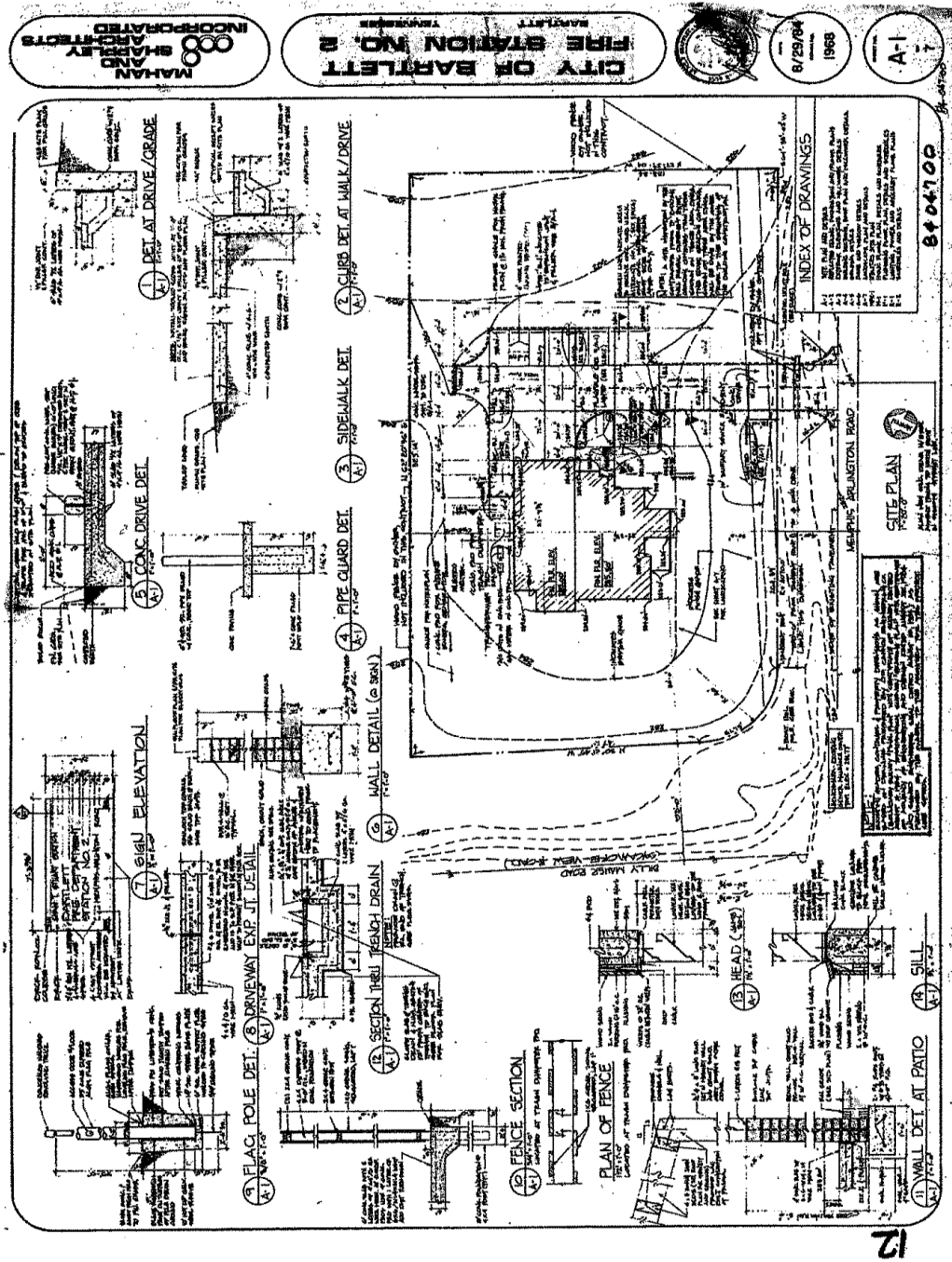


SCS-1

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

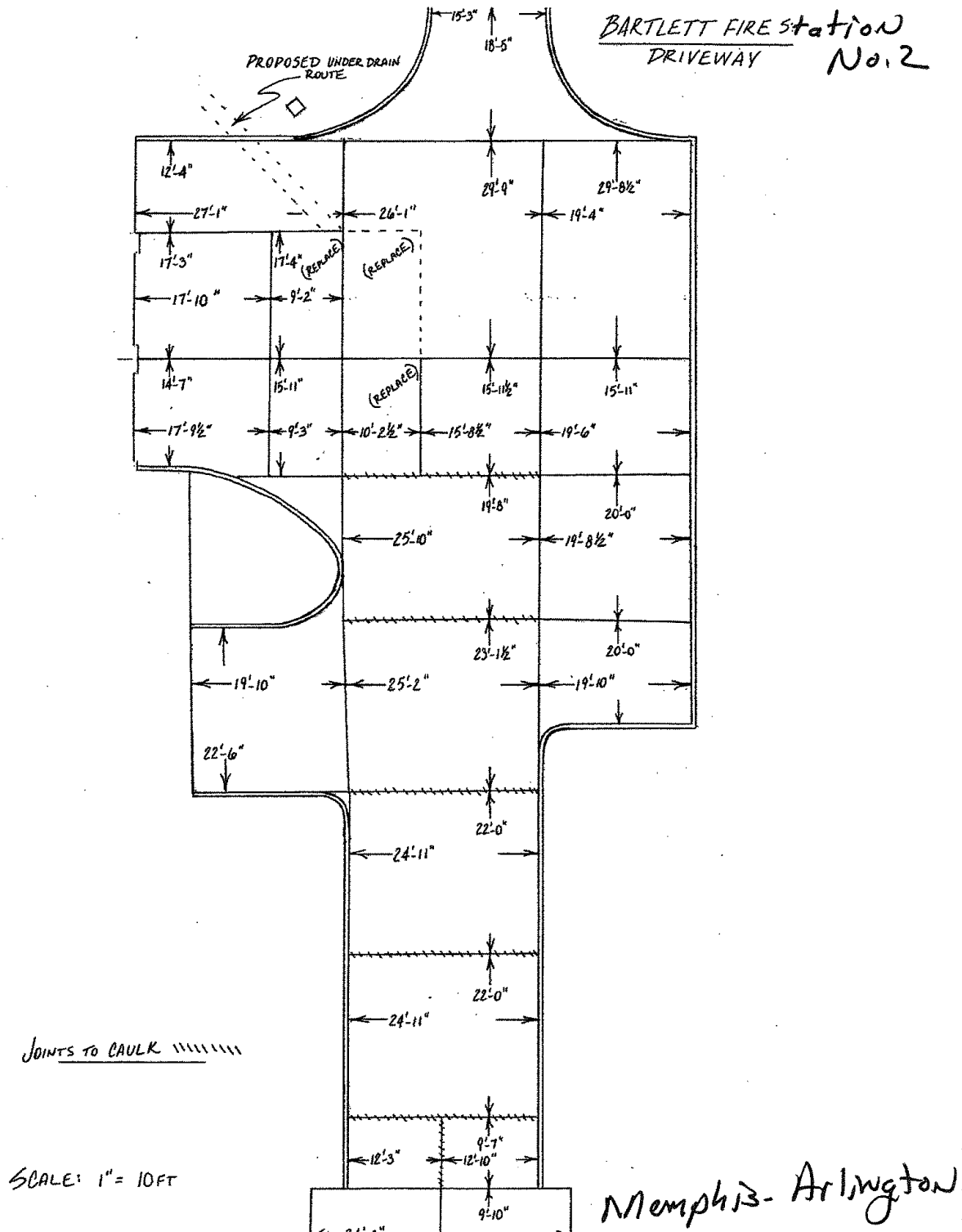


SCS-2

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

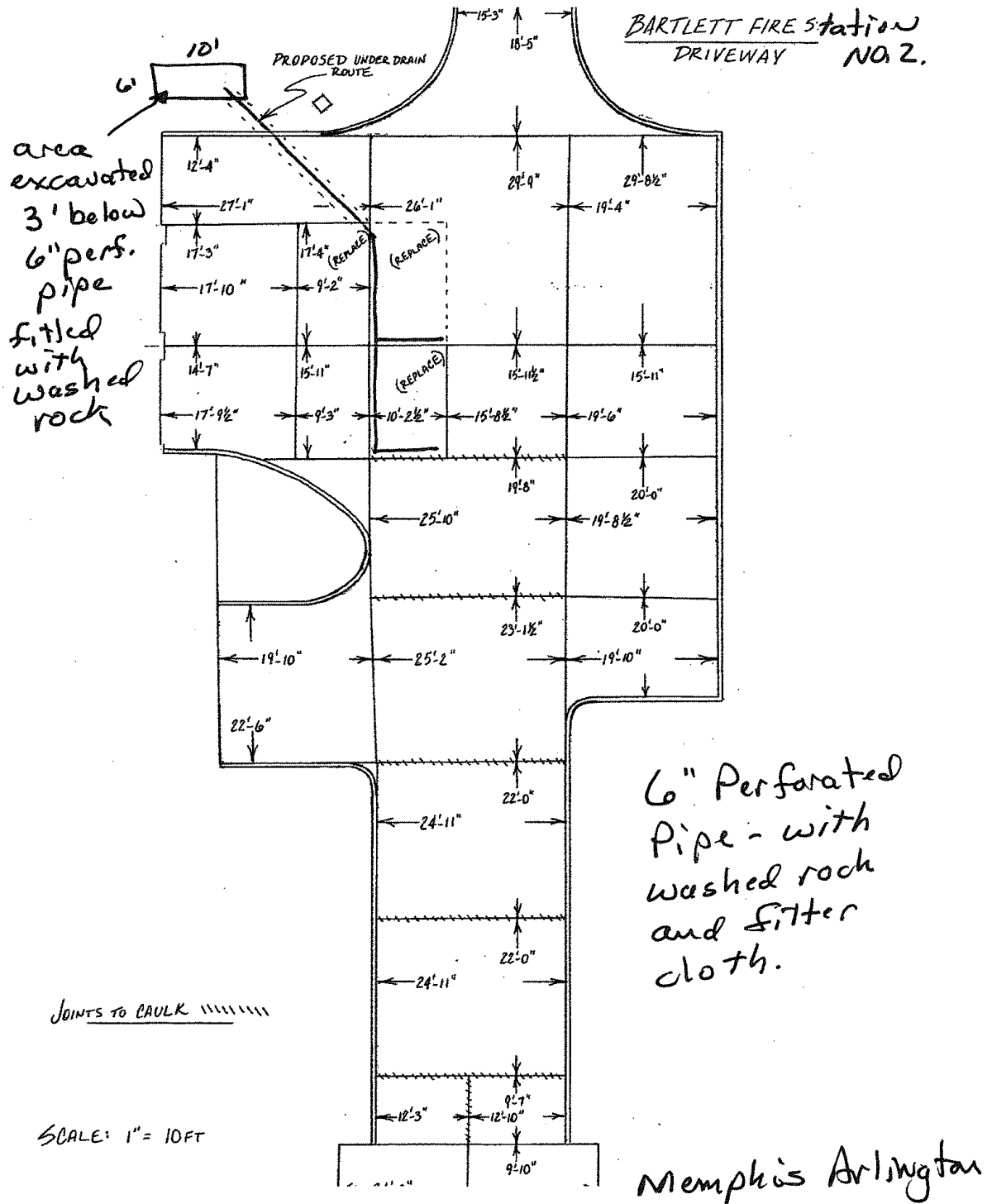


SCS-3

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

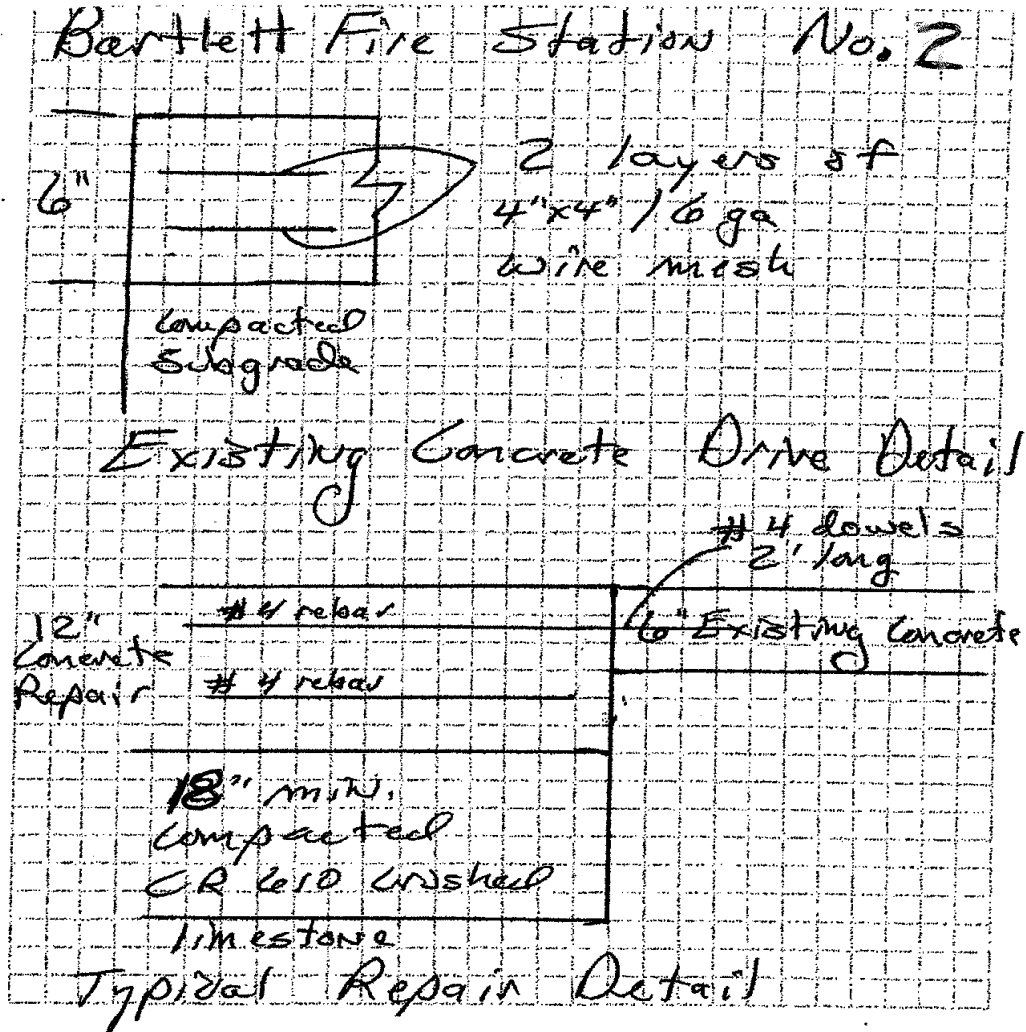


SCS-4

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015



SCS-5

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

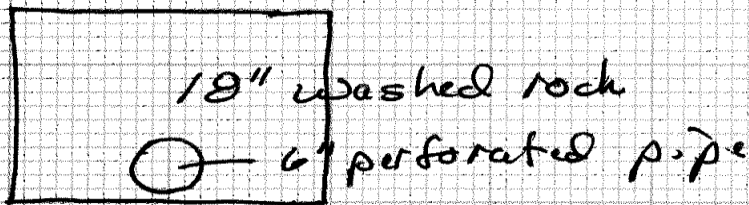
Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

6" Perforated Pipe
Trench

12" concrete

18" crushed limestone



filter cloth shall be installed
on bottom, sides and top

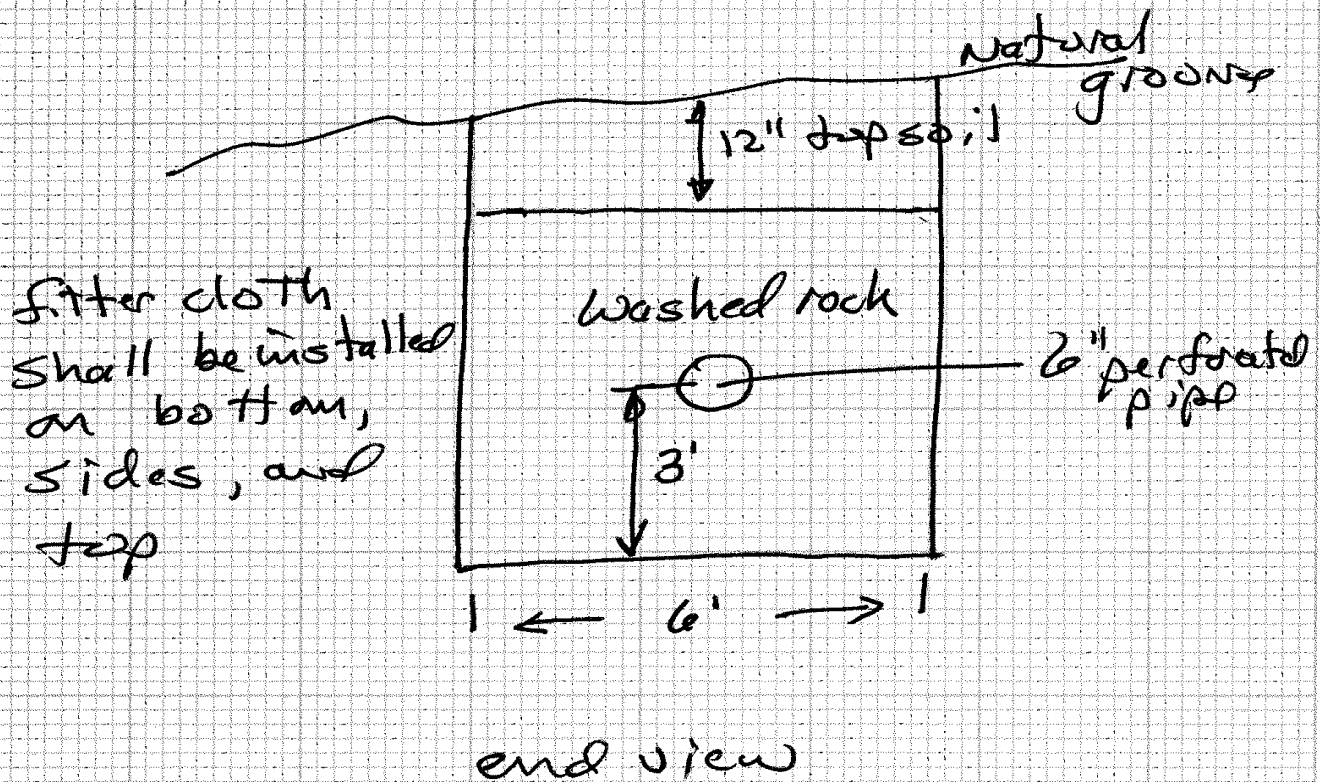
BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

Sump Area

6' x 10' x 3' below 6" perforated pipe



SCS-7

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

BID TABULATION

Item No.	Description	Unit	Qty	Unit Price	Total Amount
1	12" Thick-Concrete Driveway, 4,000 psi limestone mix with fibermesh and rebar	SF	750		
2	Saw Cutting	LF	150		
3	Crushed Limestone – CR 610 – compacted in place	TON	250		
4	Joint Sealer	LF	400		
5	Contic Expansion Joint	LF	200		
6	6" perforated pipe, with filter cloth and washed gravel, including pit area	LF	100		
7	New Bermuda Sod	SY	20		
Total Base Bid					

Total Base Bid in Words:

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR
Sealed Bid #: FY2015-05-049
Due Date: June 11, 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 AND 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-1and Title VI - 2

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

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR
 Sealed Bid #: FY2015-05-049
 Due Date: June 11, 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.

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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

PPB-2

Attachment: SB FY2015-05-049 FIRE STATION NO. 2 DW bid--single (1530 : Bid for FY 2015-05-049 Concrete Driveway Repair Project Bartlett

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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.

PPB-3

Attachment: SB FY2015-05-049 FIRE STATION NO. 2 DW bid--single (1530 : Bid for FY 2015-05-049 Concrete Driveway Repair Project Bartlett

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

NOTICE OF AWARD

To:

PROJECT Description: **FY2015-05-049 Concrete Driveway Repair Project 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: _____

NA-1

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR
 Sealed Bid #: FY2015-05-049
 Due Date: June 11, 2015

NOTICE TO PROCEED

TO:

PROJECT: FY2015-05-049 Concrete Driveway Repair Project 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 75 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

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 2015

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

s.s.

County of _____)

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

(1) He is _____ of _____, the Bidder

that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of
all pertinent circumstances respecting such BID;

(3) Such Bid is genuine and is not a collusive or sham BID;

(4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

_____(Title)_____

My commission expires _____ 20_____.

NCA-1

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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.

BB-1

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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.

BB-2

Attachment: SB FY2015-05-049 FIRE STATION NO. 2 DW bid--single (1530 : Bid for FY 2015-05-049 Concrete Driveway Repair Project Bartlett

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR
 Sealed Bid #: FY2015-05-049
 Due Date: June 11, 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:

1. The CONTRACTOR will commence and complete the construction of FY2015-05-049 Concrete Driveway Repair Project Bartlett Fire Station No. 2.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 75 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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.

BARTLETT FIRE STATION 2 CONCRETE DRIVEWAY REPAIR

Sealed Bid #: FY2015-05-049

Due Date: June 11, 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: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/23/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for May 2015.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Emily Elliott, Alderman**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Sedgwick

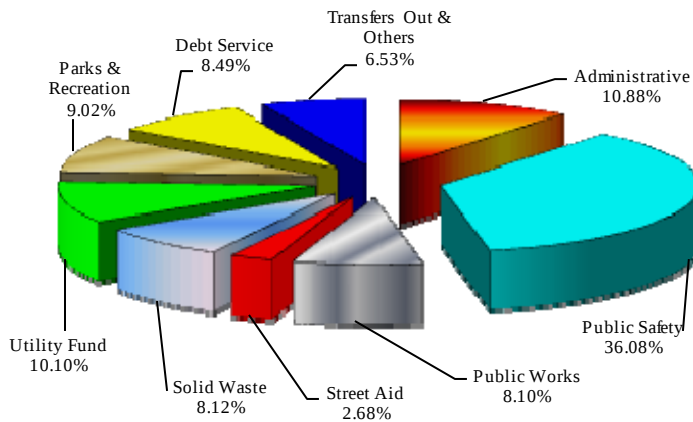


City of Bartlett

FINANCIAL REPORT

May 31, 2015

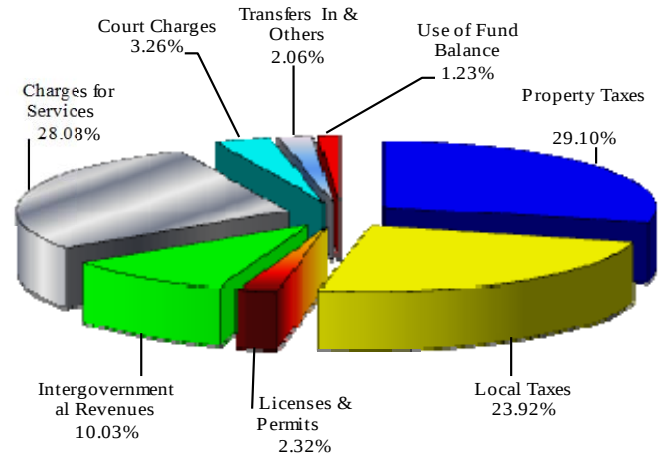
Total Expenditures, FY 2015 Budget: \$67,246,180



BUDGET HIGHLIGHTS

- Local Sales Tax & Property Taxes collections are within budget.
- 2nd delinquent property tax notices will be sent at the end of June.
- Fiscal Year 2016 budget were presented to the Board of Mayor and Aldermen on May 12.

Total Revenues, FY 2015 Budget: \$67,246,180



FY 2015 YEAR-TO-DATE For The Period Ending May 31, 2015

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,916,138	\$ 5,569,322
Public Safety	23,631,223	21,306,924
Public Works	5,316,808	4,656,873
Parks and Recreation	5,416,283	4,482,709
Performing Arts	601,966	500,935
Transfers & Other Gen. Fund Items	3,628,392	2,583,831
Subtotal	\$ 45,510,810	\$ 39,100,594
General Fund Revenues		
Property Taxes	\$ 19,525,000	\$ 19,770,645
Local Taxes	12,981,750	9,589,001
Building and Development Fees	1,554,100	1,422,981
Intergovernmental	5,217,750	3,840,721
Charges for Services	3,882,184	3,232,675
Court Charges	1,950,000	1,373,875
Other Revenue	400,026	328,210
Subtotal	\$ 45,510,810	\$ 39,558,109
Special Rev. Funds - Expenditures	\$ 9,108,110	\$ 7,624,338
Special Rev. Funds - Revenues	\$ 9,108,110	\$ 7,790,953
Utility Expenses	\$ 8,550,300	\$ 6,642,897
Utility Revenues	\$ 8,550,300	\$ 7,819,297
Debt Service Expenditures	\$ 4,076,960	\$ 4,008,539
Debt Service Revenues	\$ 4,076,960	\$ 3,103,887
Total Expenditures	\$ 67,246,180	\$ 57,376,368
Total Revenues	\$ 67,246,180	\$ 58,272,245

Note: FY 2015 Adopted Budget includes use of fund balance in Special Revenue Funds and the Debt Service Fund.

Attachment: May15FinRprt (1531 : Treasurer's Report for May 2015)



City of Bartlett -- Financial Summary For The Period Ending May 31, 2015



	FY 2014 Actual	FY 2015 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2014	Year-to-Date Actual FY 2015	Increase/ Decrease in \$	Percent of FY 2014 Actual	Percent of FY 2015 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,565,404	\$ 6,916,138	\$ 350,734	\$ 5,762,972	\$ 5,569,322	\$ (193,651)	87.78%	80.53%	-7.25%
Public Safety	23,175,343	23,631,223	455,880	21,174,903	21,306,924	132,021	91.37%	90.16%	-1.20%
Public Works	5,055,777	5,316,808	261,031	4,511,127	4,656,873	145,746	89.23%	87.59%	-1.64%
Parks and Recreation	4,986,291	5,422,843	436,552	4,455,023	4,482,709	27,686	89.35%	82.66%	-6.68%
Performing Arts	622,299	595,406	(26,893)	548,206	500,935	(47,271)	88.09%	84.13%	-3.96%
Transfers & Other Gen. Fund Items	1,966,783	3,628,392	1,661,609	1,995,088	2,583,831	588,743	101.44%	71.21%	-30.23%
Total General Fund Expenditures	\$ 42,371,897	\$ 45,510,810	\$ 3,138,913	\$ 38,447,320	\$ 39,100,594	\$ 653,274	90.74%	85.91%	-4.82%
General Fund Revenues									
Property Taxes	\$ 19,464,995	\$ 19,525,000	\$ 60,005	\$ 19,261,579	\$ 19,770,645	\$ 509,066	98.95%	101.26%	2.30%
Local Taxes	12,419,035	12,981,750	562,715	9,266,748	9,589,001	322,253	74.62%	73.87%	-0.75%
Building and Development Fees	1,575,298	1,554,100	(21,198)	1,320,461	1,422,981	102,520	83.82%	91.56%	7.74%
Intergovernmental	4,929,659	5,217,750	288,091	3,416,170	3,840,721	424,551	69.30%	73.61%	4.31%
Charges for Services	3,628,857	3,882,184	253,327	3,319,964	3,232,675	(87,289)	91.49%	83.27%	-8.22%
Court Charges	1,726,486	1,950,000	223,514	1,556,728	1,373,875	(182,853)	90.17%	70.46%	-19.71%
Other Revenue	364,176	400,026	35,850	305,892	328,210	22,318	84.00%	82.05%	-1.95%
Total General Fund Revenues	\$ 44,108,506	\$ 45,510,810	\$ 1,402,304	\$ 38,447,543	\$ 39,558,109	\$ 1,110,566	87.17%	86.92%	-0.25%
Special Revenue Funds									
Street Aid Fund	\$ 1,841,831	\$ 1,795,000	\$ (46,831)	\$ 1,554,247	\$ 1,274,030	\$ (280,218)	84.39%	70.98%	-13.41%
Solid Waste Fund	5,423,103	5,948,729	525,626	4,796,218	5,047,895	251,677	88.44%	84.86%	-3.58%
General Improvement Fund	609,039	640,000	30,961	569,363	532,682	(36,680)	93.49%	83.23%	-10.25%
Drug Enforcement Fund	215,214	418,300	203,086	195,579	212,005	16,426	90.88%	50.68%	-40.19%
DEA Enforcement Fund	24,194	151,900	127,706	22,564	146,556	123,992	93.26%	96.48%	3.22%
Drainage Control Fund	100,468	119,181	18,713	92,394	96,455	4,061	91.96%	80.93%	-11.03%
Park Improvement Fund	4,434	35,000	30,566	4,183	6,656	2,473	0.00%	0.00%	0.00%
Grant Funds	803,720	0	(803,720)	713,317	308,059	(405,258)	88.75%	0.00%	-88.75%
Special Revenue Funds - Expenditures	\$ 9,022,003	\$ 9,108,110	\$ 86,107	\$ 7,947,866	\$ 7,624,338	\$ (323,528)	88.09%	83.71%	-4.38%
Special Revenue Funds - Revenues	\$ 9,880,024	\$ 9,108,110	\$ (771,914)	\$ 8,516,835	\$ 7,790,953	\$ (725,882)	86.20%	85.54%	-0.66%
Utility Fund									
Total Utility Operations	\$ 5,509,960	\$ 6,773,156	\$ 1,263,196	\$ 4,625,137	\$ 5,059,864	\$ 434,727	83.94%	74.70%	-9.24%
Total Utility Debt Expenses	1,585,829	1,616,206	30,377	1,543,186	1,583,033	39,847	97.31%	97.95%	0.64%
Contribution to Fund Balance	0	160,938	160,938	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,095,789	\$ 8,550,300	\$ 1,454,511	\$ 6,168,323	\$ 6,642,897	\$ 474,574	86.93%	77.69%	-9.24%
Total Utility Revenues	\$ 8,475,689	\$ 8,550,300	\$ 74,611	\$ 7,607,755	\$ 7,819,297	\$ 211,542	89.76%	91.45%	1.69%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,186,547	\$ 4,076,960	\$ (109,587)	\$ 4,185,751	\$ 4,008,539	\$ (177,212)	99.98%	98.32%	-1.66%
Total Debt Service Revenues	\$ 3,953,958	\$ 4,076,960	\$ 123,002	\$ 3,184,118	\$ 3,103,887	\$ (80,231)	80.53%	76.13%	-4.40%
Total Expenditures	\$ 62,676,236	\$ 67,246,180	\$ 4,569,944	\$ 56,749,260	\$ 57,376,368	\$ 627,108	90.54%	85.32%	-5.22%
Total Revenues	\$ 66,418,177	\$ 67,246,180	\$ 828,003	\$ 57,756,251	\$ 58,272,245	\$ 515,994	86.96%	86.66%	-0.30%