



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 22, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Eric Maddux, New Hope Christian Church

FUTURE MEETINGS

Special Called Board of Mayor and Aldermen meeting, June 28 at 6 p.m.

City Beautiful Commission, July 1 at 6:30 p.m.

Beer Board, July 6 at 6 p.m.

Planning Commission, July 6 at 7 p.m.

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

Parks and Recreation Advisory Board, July 8 at 6 p.m.

Family Assistance Commission, July 12 at 6 p.m.

RECOGNITIONS

Bartlett High Boys Track Team State Championship

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 8, 2021 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Property, general liability, auto, worker's compensation, and other insurance renewals. (Dick Phebus, Director of Finance)**

2 Proposal for citywide pest control services. (Dick Phebus, Director of Finance)

Recommend accepting the best proposal from Nu Era Pest Control at an estimated annual cost of \$16,080.00. Funds are available in various maintenance departmental accounts.

3 Bid for water meters. (Dick Phebus, Director of Finance)

Recommend accepting the sole, qualified bid from Badger Meter beginning July 1, 2021.

4 Annual bid for ready-mix concrete. (Matt Crenshaw, Assistant Director of Public Works)

Recommend accepting the sole bid from Memphis Ready Mix. This is an annual bid item.

5 Annual bid for fill sand, limestone and rip rap. (Matt Crenshaw, Assistant Director of Public Works)

Recommend accepting the lowest bid from Mid South Supplier's, LLC.

6 Bid for solid waste disposal landfill contract. (Matt Crenshaw, Assistant Director of Public Works)

Recommend accepting the lower bid meeting specifications from Republic Services. This is a five year contract with five additional one-year renewals. Funds are available in Account 122.48122.563.

7 Bid for walking trails overlay 2021. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the sole bid from Gibson Paving at a total cost of \$96,952.46. Funds are available in Accounts 311.48311.51421 and 11044300.922.

8 Subdivision Contract for Karen Campbell Subdivision. (John Horne, Assistant Director of Engineering)

The developer, Karen Campbell, will pay \$7,375.00 in City fees. The bond is set at \$0.00.

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

Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100.00. Funds are available in Account 510.51200.179.

10 Bid for Fire Department uniforms. (Terry Wiggins, Fire Chief)

Recommend accepting the bid from MidSouth Solutions for the purpose of fire uniform items beginning July 1, 2021.

11 Bid for Police Department uniforms. (Jeff Cox, Police Chief)

Recommend accepting bids from Mid-South Solutions and Galls Uniforms for the purchase of police uniform items beginning July 1, 2021. Funds are available in Account 110.42100.340.

12 Treasurer's Report for May 2021. (Dick Phebus, Director of Finance)**NEW BUSINESS****1 Resolution 16-21, a resolution to amend the Fiscal Year 2021 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)****2 Resolution 17-21, a resolution to transfer \$250,000.00 from fund balance in the General Fund to the Capital Improvement Projects Fund for the purpose of providing resources for Parks and Recreation, Performing Arts, and Fire Department projects. (Dick Phebus, Director of Finance)****3 Appoint J.J. Leatherwood as Chief Inspector for Police, effective July 1, 2021. (A. Keith McDonald, Mayor)****OPEN DISCUSSION****ADJOURNMENT**



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 8, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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 Kevin Quinn: Present.

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Parks and Recreation Advisory Board, June 10 at 6 p.m.

Bartlett Arts Council, June 15 at 6 p.m.

Historic Preservation Commission, June 21 at 7 p.m.

Special Called Board of Mayor and Aldermen Meeting, June 28 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the May 25, 2021 Board of Mayor and Aldermen Regular Meeting

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

BUDGET PRESENTATION

Mayor McDonald presented a comparison of residential property appraisals for tax years 2020 and 2021 with the corresponding tax rates of the current \$1.83 per \$100.00 assessed value verses the proposed \$1.75 per \$100 assessed value. The property tax on an average residential property assessed in tax year 2021 versus an average residential property assessed in tax year 2020 would increase \$191.00 annually as detailed in the Mayor's analysis.

Minutes Acceptance: Minutes of Jun 8, 2021 6:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Annual bid for generator load testing. (Dick Phebus, Director of Finance)**
Recommend accepting the lowest bid from Clark Power at a total cost of \$13,450.00. Funds are available in various departments, object code 262.
- 2 Annual bid for loose waste collection. (Mike Adams, Director of Public Works)**
Recommend accepting the bid from Michaels Tree and Landscape.
- 3 Purchase of six digital in-car and wearable cameras. (Jeff Cox, Police Chief)**
Request approval to purchase six digital in-car and corresponding wearable cameras with mounts and software licenses from WatchGuard, a single-source provider, at \$6,030.00 each for a total of \$36,180.00. Funds are available in account 110.42100.935.
- 4 Purchase six computers for pursuit vehicles. (Jeff Cox, Police Chief)**
Request authorization to purchase six Panasonic in-car computers, adapters and docking stations at a cost of \$4,226.60 each, for a total of \$25,359.60 from CDW-G. This purchase will be made from the National Intergovernmental Purchasing Alliance contract. Funds are available in Accounts 110.42100.935.
- 5 Treasurer's Report for April 2021. (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$85,525,146
Year-to-date Expenditures	\$71,145,579
Budgeted Revenues	\$85,525,146
Year-to-date Revenues	\$76,468,754

NEW BUSINESS

- 1 Resolution 15-21, a resolution to amend the FY21 General Fund for One-time Capital Expenditures and Increased Revenue and to make transfers to Debt Service Fund and Capital Projects Fund. (Dick Phebus, Director of Finance)**

Director of Finance Dick Phebus stated this budget amendment is for \$3,065,825.00 and detail is reflected in the agenda packet.

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

OPEN DISCUSSION**ADJOURNMENT**

Meeting adjourned at 6:22 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Jun 8, 2021 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Presentation

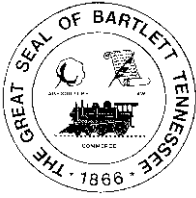
Prepared By: Dick Phebus

Department Head: Dick Phebus

Property, general liability, auto, worker's compensation, and other insurance renewals.

The city received property, general liability, auto, and worker's compensation insurance renewal quotes from Public Entity Partners. Bartlett School Board has elected to renew its general liability insurance separately. Building and property, auto, and worker's compensation insurance are quoted with combined city and school premiums as detailed in June 22, 2021 memorandum attached.

Thank you for your consideration of this insurance coverage renewal for Fiscal Year 2022.



City of Bartlett

A. Keith McDonald, Mayor

FINANCE DEPARTMENT MEMORANDUM

DATE: June 22, 2021
TO: Mayor and Board of Aldermen
FROM: Dick Phebus
RE: Property, Liability, Auto, and Other General Insurance renewals

We have received our Property, General Liability, Auto, and other insurance renewals for the 2022 fiscal year. Here is a summary of the various coverages:

	Fiscal 2019	Fiscal 2020	Fiscal 2021	Fiscal 2022
Gen. Liability, Law Enforcement, E & O, Auto Liability, Auto Physical Damage	City \$460,814	City \$456,890	City \$383,849	City \$440,445
Building & Property, EDP, Mobile Equip., Employee Dishonesty, Automatic Coverages	City \$172,706 Schools <u>\$283,476</u> Total \$456,182	City \$176,582 Schools <u>\$287,997</u> Total \$464,579	City \$217,160 Schools <u>\$314,891</u> Total \$532,051	City \$247,138 Schools <u>\$359,371</u> Total \$606,509
Worker's Comp.	City \$680,375 Schools <u>96,891</u> Total \$777,266	City \$650,264 Schools <u>104,647</u> Total \$754,911	City \$544,523 Schools <u>\$74,542</u> Total \$619,065	City \$547,992 Schools <u>\$72,520</u> Total \$670,512

Notes:

- Bartlett City Schools has elected to renew their general liability policy separately in FY2022. They will reimburse the City of Bartlett for their share of the building and property premiums and worker's compensation premiums as shown in premium breakdown in Fiscal 2022 column in table above.
- Total Earthquake coverage is \$10 million. (*premium included in automatic coverages with Public Entity Partners*)
- Workers' Comp premium decrease of 9.1%. Our experience modifier decreased from .863 to .851.
- Decrease to General Liability of 9.5%; increase in Building & Property premium due to base rate increase of 12% plus increase in exposures.
- General liability premium includes coverage for *Ransomware, Social Engineering, and Data Restoration Expense*.
- All rates and premiums are net of Public Entity Partners member dividends of \$226,409 (a decrease of \$187,603 from prior year) as follows:
 - Gen. Liability \$ 69,577
 - Buildings & Property \$ 19,695
 - Work Comp \$137,137

After carefully reviewing all rates, it is our recommendation that we continue coverage with Public Entity Partners (formerly The Pool) and renew our insurance coverages for fiscal year 2022.

Thank you for your consideration of this item.

Attachment: MemoInsuranceRenewFY22 (2973 : Insurance Renewal 2022)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

Proposal for citywide pest control services.

On May 11, 2021 an ad was placed in *The Daily News*. On May 18, 2021, the City of Bartlett held a mandatory pre-proposal meeting at City Hall. Three contractors attended the meeting for questions and clarification of City requirements. On May 25, 2021, the City received three proposals. These proposals were independently scored by three City department directors. Composite scores are listed in the table below and were used to make this recommendation to the Board of Mayor and Aldermen.

Proposals were received from the following companies:

Company	Composite Score
Nu Era Pest Control	92.67
Orkin, LLC	89.67
Cook's Pest Control	64.00

We recommend the proposal be awarded to Nu Era Pest Control with an overall composite score of 92.67. The contract will be for an initial one-year term beginning July 1, 2021 through June 30, 2022 with an option to renew for two additional one-year periods of July through June with the same terms and conditions. Renewals are contingent upon agreement of both parties.

Funds are available in various building maintenance departmental accounts.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for water meters.

On June 4, 2021 an ad was placed in *The Daily News*. On June 15, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Badger Meter	
Fortiline	

Fortiline presented an unacceptable bid due to bid document procedures not being followed. Additionally, the meters quoted do not meet specifications included in the bid package. We recommend the bid be awarded to Badger Meter, which meets specifications and is compatible with existing meters installed by the Bartlett Public Works Department. The award is for the period July 1, 2021 through June 30, 2022 with the option to renew for two additional one year periods through June 30, 2024, upon mutual agreement of both parties.

Funds are available in Account 510.51100.945.

Thank you for your consideration.



Badger Meter

COPY

THE CITY OF BARTLETT

FY2021-06041

Water Meters

Tuesday, June 15, 2021 at 2:00 PM CST

Attachment: Badger Meter Bid Docs (2985 : Bid for Water Meters)



4545 W Brown Deer Road
 PO Box 245036
 Milwaukee, Wisconsin 53224-9536
 414-355-0400 | 800-876-3837
www.badgermeter.com

June 11, 2021

Mr. Dick Phebus, Finance Director
 The City of Bartlett
 6400 Stage Rd
 Bartlett, TN 38134

RE: Water Meters FY2021-06-041
Tuesday, June 15, 2021 at 2:00 PM CST

Dear Mr. Phebus:

This letter is attached to and becomes part of the above-referenced bid. Payment terms are net 30 days. Prices quoted in this bid, if awarded to Badger Meter, will remain firm for one year, through June 30, 2022, if acceptance is made within 60 days.

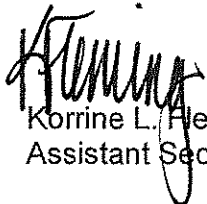
We provide certification files to help you manage your meter and endpoint inventory along with the corresponding meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

A copy of the bid tabulation, for our records, is appreciated. Electronic results can be emailed to bids@badgermeter.com.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com. Additionally, you may contact your Account Manager, Duke Julian, via email at djulian@badgermeter.com or by phone at 615-207-2048. We appreciate the opportunity to continue to support your metering needs.

Sincerely,

BADGER METER, INC.


 Korrine L. Fleming
 Assistant Secretary

Attachment: Badger Meter Bid Docs (2985 : Bid for Water Meters)

WATER METERS
FY2021-06-041
DUE: June 15, 2021

BID PRICING SHEET

(Include one original, clearly marked, and two copies, including the Public Acts 109 form and current, signed W-9 form)

Note: The following quantities are estimated for bid purposes only. There are no guaranteed quantities or dollar amounts to be purchased against this bid. The successful vendor is required to keep in stock the normal range of meters.

- 700 each 5/8" x 3/4" Meters
- 200 each 1" Meters
- 25 each 1 1/2" Meters
- 15 each 2" Meters
- 5 each 2" Compound Meter
- 5 each 3" Compound Meter

1. Meters with local register

UNIT PRICE (Each)

5/8" x 3/4" Meter - M25	\$54.00
1" Meter – M70	\$153.00
1 1/2" Meter – M120	\$364.50
2" Meters – M170	\$539.50
2" Compound Meter	\$1,589.00
3" Compound Meter	\$1,890.00
4" Compound Meter	\$3,119.00

2. Meters with RTR Orion data profiling Transmitter

UNIT PRICE (Each)

5/8" x 3/4" Meter - M25	\$179.50
1" Meter – M70	\$295.00
1 1/2" Meter – M120	\$504.50
2" Meters – M170	\$690.50
2" Compound Meter	\$1,849.00
3" Compound Meter	\$2,171.00

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

WATER METERS
 FY2021-06-041
 DUE: June 15, 2021

Pricing Sheet, page 2

1. RTR Orion data profiling transmitter unit only	<u>UNIT PRICE (Each)</u>
5/8" x 3/4" Meter - M25	\$142.50
1" Meter – M70	\$142.50
1 1/2" Meter – M120	\$142.50
2" Meters – M170	\$142.50
2" Compound Meter	\$285.00 - Double register and ORION Endpoint
3" Compound Meter	\$285.00 - Double register and ORION Endpoint

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Badger Meter, Inc.

 NAME OF FIRM

bids@badgermeter.com

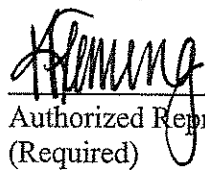
 Email

Korrine L. Fleming

 Authorized Representative
 (Typed or Printed)

800-876-3837

 Phone Number



 Authorized Representative Signature
 (Required)

June 11, 2021

 Date

Attachment: Badger Meter Bid Docs (2985 : Bid for Water Meters)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Badger Meter, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4545 W. Brown Deer Road

6 City, state, and ZIP code
Milwaukee, WI 53223

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

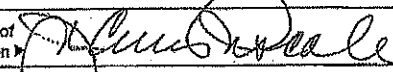
Social security number									
				-				-	
or									
Employer identification number									
3	9			-	0	1	4	3	2
								8	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date ▶ March 14, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WATER METERS
FY2021-06-041
DUE: June 15, 2021

PUBLIC ACTS 109
(Iran Divestment Act)

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

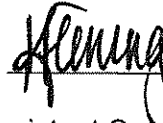
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Badger Meter, Inc.

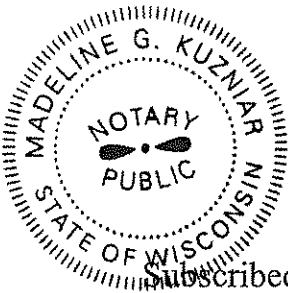
Company Name (Proposer/Contractor)

Print Name Korrine L. Fleming

Signed

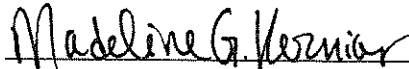


Title Assistant Secretary



Subscribed and sworn before me this 11th day of June, 2021.

Signed



Print Name Madeline G. Kuzniar

Title Notary

My commission expires: October 24, 2023.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Annual bid for ready-mix concrete.

On May 20, 2021 an ad was placed in *The Daily News*. On May 27, 2021, the City of Bartlett received one bid, which was opened at City Hall.

The bid was received from the following company:

Memphis Ready Mix

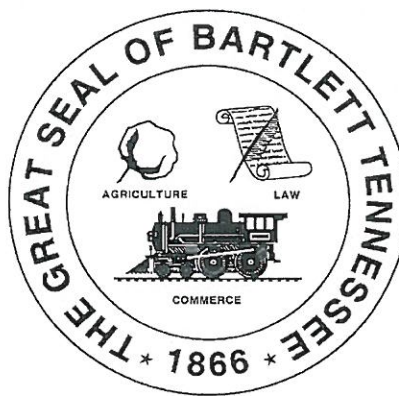
We recommend the bid be awarded to Memphis Ready Mix.

Thank you for your consideration.

CITY OF BARTLETT

*6400 STAGE ROAD
BARTLETT, TENNESSEE 38134*

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



REQUEST FOR SEALED BIDS

SB # FY2021-05-033

DUE: Wednesday, May 26, 2021, no later than 2:00 p.m. (CST)

READY MIX CONCRETE

PUBLIC WORKS

The City of Bartlett Public Works is seeking to purchase Ready Mix Concrete on an "as needed" as per the written specifications.

Attachment: Ready Mix Concrete Specs 6-14-21 (2980 : Ready Mix Concrete)

READY MIX CONCRETE
 FY2021-05-033
 DUE: May 26, 2021

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Wednesday, May 26, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2021-05-033 READY MIX CONCRETE"** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

Please quote prices on the attached Bid Pricing Sheet.

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

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

Memphis Ready Mix
 NAME OF FIRM

kendall.stultz@buzziunicemusa.com
 EMAIL

1029 John A. Denie Dr., Memphis, TN 38134
 ADDRESS

901-373-1791
 PHONE

Kendall Stultz
 AUTHORIZED REPRESENTATIVE

06/08/2021
 DATE

Attachment: Ready Mix Concrete Specs 6-14-21 (2980 : Ready Mix Concrete)

READY MIX CONCRETE
FY2021-05-033
DUE: May 26, 2021

INTENT

The intent of this request is for the City of Bartlett Public Works to purchase Ready Mix Concrete products for the period July 1, 2021 through June 30, 2022, with the option to renew for two (2) additional one year periods, July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, upon mutual agreement of both parties subject to the Terms and Conditions listed in this bid.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

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

A. General Requirements

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the signed pricing sheet, Insurance Certificate, signed and notarized Public Acts 109 form (page 7) and a signed W-9 form for current year. **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. Any/all items delivered as a result of the award of this bid shall not have any obvious defects and cartons to be unbroken and sealed. Final acceptance will be determined by inspection of items by City of Bartlett Public Works department.
4. The City reserves the right to reject any and all bids.
5. Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.
6. A Purchase Order will be issued to the successful vendor.

READY MIX CONCRETE
 FY2021-05-033
 DUE: May 26, 2021

7. All products delivered on an as needed basis to location as determined by the City of Bartlett Public Works, invoices to be mailed to 3583 Altruria Road, Bartlett, TN 38135.

B. Firm Pricing and Renewals

All prices are to remain firm from award date of July 1, 2021 through June 30, 2022 with the **option to renew** for two (2) additional one year periods, July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, upon mutual agreement of both parties and subject to the Terms and Conditions listed in this bid. Prior to any renewal period, the vendor receiving an award may review and request an adjustment of pricing sixty (60) days prior to the beginning of the renewal period.

However, the successful vendor shall be required to give the City of Bartlett the benefit of any general price reduction. Price escalation/de-escalations after the first completed year of the contract shall be limited to five percent (5%) or a maximum based upon the Consumer Price Index for Urban Consumers.

The successful vendor shall provide a written letter from the manufacturer advising of the specific product price increase and percent of increase. The City of Bartlett reserves the right to reject any increase and may cancel this agreement if the price increase is not agreed upon by both parties.

C. Equal or Equivalent Products

Bidders may bid "or equal" or equivalent product (s) to the product specified. However, it must be stated that the item (s) bid are equal or better than the specifications.

D. Insurance Requirements

Certificate of Insurance required from awarded bidder before beginning work. Provider shall maintain coverage with limits of no less than:

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$1,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate; \$5,000 medical expenses - any one person. City of Bartlett, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a. Premises/Operations
 - b. Explosion, Collapse, & Underground, if applicable
 - c. Products/Completed Operations
 - d. Contractual
 - e. Independent Contractors
 - f. Broad Form Property Damage
 - g. Personal Injury

READY MIX CONCRETE
 FY2021-05-033
 DUE: May 26, 2021

2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. Coverage is to be provided on all:
 - a. Owned/Leased Autos
 - b. Non-owned Autos
 - c. Hired Autos
3. *Workers Compensation* - statutory limits as required by Tennessee statutes. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Policy will include waiver of subrogation endorsement in favor of the City of Bartlett.

All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. A ten (10) day notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City, the Provider will send immediate notice to the City and provide evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall be primary and non-contributing as applying to the City of Bartlett, irrespective of such insurance or self-insurance as the City of Bartlett may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

E. Award

The City of Bartlett reserves the right to award this bid on the basis of individual items, groups of items or the entire list of items, whichever is in the best interest of the City and Public Works. The City reserves the right to cancel this bid for failure to provide items as per the bid specifications. Cancellation will be subject to not less than and thirty (30) day notification.

End of Specifications

Attachment: Ready Mix Concrete Specs 6-14-21 (2980 : Ready Mix Concrete)

READY MIX CONCRETE
 FY2021-05-033
 DUE: May 26, 2021

BID PRICING SHEET

(Include one original, clearly marked, and two copies, including Insurance Certificate, Public Acts 109 form and current, signed W-9 form)

Note: There are no guaranteed quantities or dollar amounts to be purchased against this bid. Concrete orders will be on an "as needed" basis and delivered to site location .

READY MIX CONCRETE

All concrete shall be 4,000 psi limestone 6% air entrained, ready mixed type conforming to ASTM Specification C94; composed of Portland cement, sand and wash coarse aggregate all conforming to applicable ASTM Specifications mixed with clean water, free of oil, acid alkali, inorganic matter; and supplied by an approved ready mix plant. The design mix shall be the ready mix plant's standard for the specified strength, as established and tested by approved laboratory, in accordance with applicable ASTM standard specifications.

Price per cubic yard

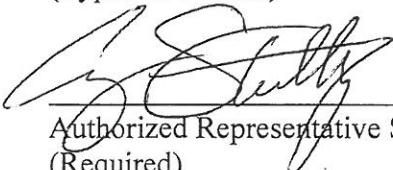
<u>ITEM</u>	<u>STANDARD MIX</u>	<u>CLASS A MIX</u>	<u>PEA GRAVEL MIX</u>	<u>LIMESTONE MIX</u>
4000 PSI	\$ <u>132.00</u>	\$ <u>138.00</u>	\$ <u>137.00</u>	\$ <u>137.00</u>

- Short load charge for less than <5 cu. yds. \$ 125.00
- Specify any additional Delivery Cost Conditions: _____

SPECIAL NOTE: NO ADDITIONAL CHARGES (i.e. fuel surcharges) CAN BE ADDED AFTER BID IS AWARDED

Memphis Ready Mix
 NAME OF FIRM

Kendall Stultz
 Authorized Representative
 (Typed or Printed)


 Authorized Representative Signature
 (Required)

kendall.stultz@buzziunicemusa.com
 Email

901-373-1791
 Phone Number

06/08/2021
 Date

Attachment: Ready Mix Concrete Specs 6-14-21 (2980 : Ready Mix Concrete)

READY MIX CONCRETE
 FY2021-05-033
 DUE: May 26, 2021

PUBLIC ACTS 109
(Iran Divestment Act)

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

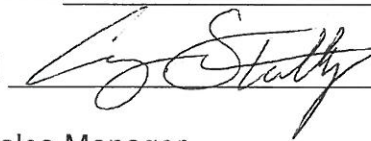
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Memphis Ready Mix

Company Name (Proposer/Contractor)

Print Name Kendall Stultz

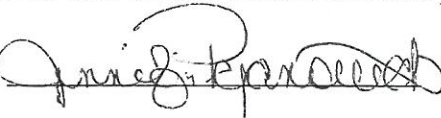
Signed



Title Sales Manager

Subscribed and sworn before me this 8th day of June, 2021.

Signed



Print Name Jennifer Pejanovich

Title Notary

My commission expires: February 13, 2021.



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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01/27/2021

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 have **ADDITIONAL INSURED** provisions or 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 Marsh USA, Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: philadelphia.certs@marsh.com / F: 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
CN103133819-ALL-GAWX-21-22		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : HDI Global Insurance Co.</td> <td>41343</td> </tr> <tr> <td>INSURER C : AIU Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER D : National Union Fire Insurance Co.-PA</td> <td>19445</td> </tr> <tr> <td>INSURER E : New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A : National Union Fire Insurance Co.	19445	INSURER B : HDI Global Insurance Co.	41343	INSURER C : AIU Insurance Co	19399	INSURER D : National Union Fire Insurance Co.-PA	19445	INSURER E : New Hampshire Insurance Co.	23841	INSURER F :	
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INSURED Buzzzi Unicem Ready Mix LLC D.B.A. Memphis Ready Mix 100 Brodhead Road Bethlehem, PA 18017																	

COVERAGES **CERTIFICATE NUMBER:** CLE-006290339-07 **REVISION NUMBER:** 2

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GL6547030	01/31/2021	01/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA6890172	01/31/2021	01/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			CUD1460904	01/31/2021	01/31/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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	WC058240245 (AOS)	01/31/2021	01/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E				WC058240247 (WI)	01/31/2021	01/31/2022	
C				WC058240246 (FL)	01/31/2021	01/31/2022	

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

CERTIFICATE HOLDER

City of Bartlett 6400 Stage Road Bartlett, TN 38134

CANCELLATION

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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BUZZI UNICEM READY MIX, LLC

2 Business name/disregarded entity name, if different from above

D/B/A MEMPHIS READY MIX

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1029 JOHN A. DENIE DR.

6 City, state, and ZIP code

MEMPHIS, TN 38134-7617

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 1 5 4 9 5 5 5

Part II Certification

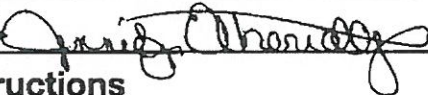
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person



Date ►

9/24/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Annual bid for fill sand, limestone and rip rap.

On May 27, 2021, an ad was placed in *The Daily News*. On June 8, 2021, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Mid-South Supplier's, LLC.	
Vulcan Materials	
Nature's Earth Products	

We recommend the bid be awarded to Mid-South Supplier's, LLC.

This is an annual bid item.

Thank you for your consideration.

FILL SAND, LIMESTONE AND RIP RAP
 FY2021-05-035
 DUE: May 26, 2021

BID PRICING SHEET

(Include one original, clearly marked, and two copies, including Insurance Certificate, Public Acts 109 form and current, signed W-9 form)

Note: There are no guaranteed quantities or dollar amounts to be purchased against this bid. Fill Sand, Limestone and Rip Rap will be on an "as needed" basis and delivered to site location.

FILL SAND

<u>ITEM</u>	<u>UNIT</u>	<u>BID AMOUNT PICKED UP</u>	<u>BID AMOUNT *DELIVERED</u>
Fill Sand	Ton	\$ 7 ⁰⁰	\$ 12 ⁰⁰
White Masonry Sand	Ton	\$ 20.75	\$ 25.75
Washed Red Sand	Ton	\$ 12 ⁰⁰	\$ 21 ⁰⁰

LIMESTONE

<u>ITEM</u>	<u>UNIT</u>	<u>BID AMOUNT PICKED UP</u>	<u>BID AMOUNT *DELIVERED</u>
Limestone #610 Mix 1 1/2" to Powder	Ton	\$ 18 ⁰⁰	\$ 23 ⁰⁰
Limestone #8 Mix 1/2" to Powder	Ton	\$ 19.50	\$ 24.50
Limestone #57 Mix 1 1/2" to #8	Ton	\$ 19.50	\$ 24.50

FILL SAND, LIMESTONE AND RIP RAP
 FY2021-05-035
 DUE: May 26, 2021

Bid Pricing Sheet (page 2)

RIP-RAP

Gradation for Corps of Engineers Rip-Rap

75 lbs. to 125 lbs.	10%
25 lbs. to 74 lbs.	40% to 60%
6 lbs. to 24 lbs.	20% to 40%
Less than 6 lbs.	15% Min.

<u>ITEM</u>	<u>UNIT</u>	<u>BID AMOUNT PICKED UP</u>	<u>BID AMOUNT *DELIVERED</u>
Large Rock 150 lb. to 500 lbs.	Ton	\$25 ⁰⁰	\$30 ⁰⁰
Medium Rock 20 lbs. to 125 lbs.	Ton	\$25 ⁰⁰	\$30 ⁰⁰
Small Rock 5 lbs. to 50 lbs.	Ton	\$25 ⁰⁰	\$30 ⁰⁰
Standard Corps of Engineers Rip-Rap stone	Ton	\$25 ⁰⁰	\$30 ⁰⁰

*Delivery location will be 3585 Altruria Road, Bartlett, TN, or an alternate site as designated by Public Works.

Mid South Suppliers, LLC
 NAME OF FIRM

melody@midsouthsuppliersllc.com
 Email

Melody Diggs
 Authorized Representative
 (Typed or Printed)

901-840-4235
 Phone Number

[Signature]
 Authorized Representative Signature
 (Required)

5/25/2021
 Date

8440 Old Hwy 51 Brighton TN



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Bid for solid waste disposal landfill contract.

On May 5, 2021, an ad was placed in *The Daily News*. On May 19, 2021, the City of Bartlett received two of bids which were opened at City Hall.

Bids were received from the following companies:

Republic Services	
Quad County Environment Solutions, LLC	

We recommend the bid be awarded to Republic Services.

Funds are available in Account 122.48122.563.

Thank you for your consideration.

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
 Republic Services invites those qualified suppliers that are diverse to participate in the contract. Republic Services provides a "best effort" or "reasonable" to meet government requirements as a Tier 1 supplier to the municipal RFPs.
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

Diverse suppliers can voluntarily self-identify. Typically, we do not provide our diversity supplier percentages externally.

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

The language below is in every contract:

Affirmative Action. Because Republic or Republic affiliates may be federal Suppliers from time to time, they have affirmative action obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, each as amended. Under these legal mandates, federal Suppliers and subcontractors are required to take affirmative action to employ and advance in employment qualified women, minorities, individuals with disabilities, and protected veterans, including disabled veterans, recently separated veterans, active duty wartime or campaign badge veteran, and Armed Forces service medal veterans, or any protected group status as defined by law. If Supplier is performing work as a federal subcontractor, it may have these obligations as well. If applicable, the following regulatory provisions are incorporated by reference as terms and conditions of this agreement and are binding on Supplier: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status; 41 CFR §61-300.10 (veterans' employment reports); and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). Supplier also may be required to develop written affirmative action programs and/or otherwise comply with the regulations at 41 CFR Part 60.**

7. Provide complaint procedures and attach complaint log form.
 - a. Customers can raise complaints by calling our customer service number at (888)872-7455.
 - b. The attached Non-Discrimination and Equal Employment Opportunity Policy sets forth Republic's zero tolerance policy regarding discrimination with respect to any employment related decision or practice.
 - c. The attached Anti-Harassment Policy is applicable to all employees and visitors on Company property at any time. This policy prohibits any form of illegal harassment or discrimination and provides the mechanism for reporting complaints.
 - d. The attached "Speak Up" posters (in English and Spanish) are posted in our offices and field sites. These provide instructions on how to report complaints.

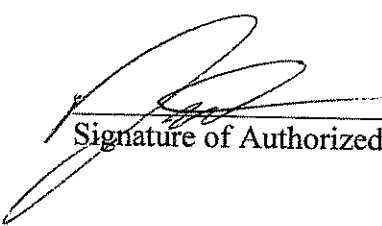
Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

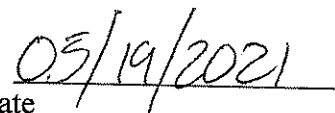
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)
 - a. Page 8 of the attached Code of Business and Conduct sets forth the expectations for how we treat our customers and suppliers. It emphasizes that we are required to be fair and honest in all our business practices, and that we treat our customers ethically, fairly and in compliance with all applicable laws and policies.
 - b. Customers who need additional assistance can call our customer service number at (888) 872-7455.

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

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

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


 Signature of Authorized Official

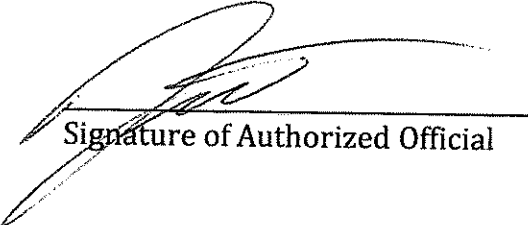

 Date



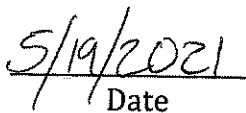
The Title VI Assurance (below)

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

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



Signature of Authorized Official



Date



Policy No.: HRS-113

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

Policies and Procedures Manual ("PPM")

Non-Discrimination and Equal Employment Opportunity Policy

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2.	Applicability.....	2
3.	Policy Effective Date	2
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5.	Pay Transparency Policy Statement.....	2
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9.	Policy Contact(s)	3
10.	Related Policies and Other Resources	3

Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-113

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") approved policies and procedures for non-discrimination and equal employment opportunity ("EEO").

2. Applicability

This policy applies to all applicants, employees, contractors, vendors and those doing business with the Company and its affiliates.

3. Policy Effective Date

This policy was originally effective as of April 14, 2009 and was most recently updated on July 20, 2020 and continues to be updated from time to time. Refer to the Policies and Procedures Manual section of Inside Republic Services for the most current version of the Company's policies.

4. General Policy

The Company has established this policy to ensure that all applicants and employees are provided equal opportunity without regard to their physical appearance, personal beliefs, veteran status or any other classification protected by law.

It is the policy of the Company to treat all applicants and employees as individuals without regard to their race, color, religion, national or social origin, ethnicity, sex, sexual orientation, gender identity or expression, age, disability, veteran status, relationship or association with a protected veteran (spouses or other family members), genetic testing or any other classification protected by law, even if the law does not prohibit the conduct. This means that the Company will not tolerate discrimination with respect to any employment-related decision or practice, including, but not limited to, advertising, benefits, compensation, hiring, promotion, demotion, transfer, discipline (including probation, suspension and/or termination), availability of Company facilities, performance evaluation, recruitment, social/recreational programs and training.

5. Pay Transparency Policy Statement

Republic will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Republic, or (c) consistent with Republic's legal duty to furnish information.

6. Employee Responsibilities

All supervisors and managers are responsible for ensuring that all procedures and practices at each Company location are in full compliance with all applicable federal, state and local EEO statutes, rules and regulations, and the provisions of this policy.



Policy No.: HRS-113

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

All supervisors and managers are responsible for implementing this policy and their performance will be judged, in part, on how they implement this policy. The Company requires all supervisors and managers to attend appropriate training and briefings on the Company's EEO policies and procedures in order to assist in their implementation.

7. Recruitment

Each Company location will maintain contact with recruitment sources approved by Area or Corporate Human Resources specifically selected by such location in order to provide maximum access to a broad base of applicants, including individuals who are members of groups protected by law.

All employment decisions will be based on an individual's qualifications, such as skill, knowledge and/or the ability to perform the position being filled (e.g., education, experience, demonstrated competence, etc.). When appropriate, Government security requirements also must be satisfied.

The Company will ensure that all employment advertising and all employment orders placed with employment agencies clearly indicate the Company's EEO policy with the following statement: EOE including Disability/Protected Veterans. The Company also will ensure that all employment selection procedures are job-related and consistent with all applicable federal, state and local requirements.

8. Non-Retaliation Statement

Failure to comply with this policy will result in disciplinary action, including in certain circumstances, termination of employment. The Company will not take any adverse action against an individual who makes a good faith report of discrimination, or who participates in a review of such conduct. The Company does not permit employees to engage in retaliation. Retaliation means that an employee is subjected to a negative consequence for reporting a concern under this policy or participating in an investigation under this policy. Retaliation is a serious violation of this policy and should be reported immediately to the Division or Area Human Resources Manager; the Area Director, Human Resources; a Corporate Human Resources Manager; the Vice President, Human Resources; or by contacting the confidential AWARE Line either by phone at 1-866-3-AWARE-4 or web report at AWARELine.RepublicServices.com. Any person found to have retaliated against another individual for reporting discrimination, or other concerns related to this policy, will be subject to serious disciplinary action, including, in certain circumstances, termination of employment.

9. Policy Contact(s)

If you have specific questions or concerns relating to this policy, please contact your local Human Resources Manager; your Area Director, Human Resources; the Vice President, Human Resources; or Corporate Human Resources.

10. Related Policies and Other Resources

- The Americans with Disabilities Act
- Anti-Harassment Policy
- Code of Business Ethics and Conduct
- Speak Up Poster



Policy No.: HRS-118

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

Policies and Procedures Manual ("PPM")

Anti-Harassment Policy

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Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.



Policy No.: HRS-118

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

1. Purpose

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") approved policies and procedures on sexual and other harassment.

2. Applicability

This policy applies to all employees, as well as all vendors, contractors and visitors on Company property at any time.

3. Policy Effective Date

This policy was originally effective as of April 14, 2009 and was most recently updated on July 20, 2020 and continues to be updated from time to time. Refer to the Policies and Procedures Manual section of Inside Republic Services for the most current version of the Company's policies.

4. General Policy

The Company does not tolerate any form of illegal harassment, discrimination, intimidation or retaliation in the workplace by any employee or third party (including vendors, contractors and visitors on Company property).

Consistent with the Company's commitment to providing employees with a rewarding job experience, and in compliance with various laws, the Company will not tolerate harassment against any employee based on the employee's race, color, religion, national or social origin, ethnicity, sex, sexual orientation, gender identity or expression, age, disability, veteran status, relationship or association with a protected veteran (spouses or other family members), genetic testing or any other classification protected by law, even if the law does not prohibit the conduct. Employees who violate this policy will be disciplined and may be held personally liable for any injury suffered by another employee as a result of such conduct.

Under the law, harassment occurs only when conduct meets certain specific criteria. However, this policy is intended to prohibit all conduct directed at an employee because of race, color, religion, national or social origin, ethnicity, sex, sexual orientation, gender identity or expression, age, disability, veteran status, relationship or association with a protected veteran (spouses or other family members), genetic testing or any other classification protected by law, even if the law does not prohibit the conduct. This includes conduct or comments that a person would reasonably find offensive. Therefore, jokes or comments about a person's race, religion, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, veteran status, relationship or association with a protected veteran (spouses or other family members), or any other classification protected by law will not be tolerated. Accordingly, the Company may discipline employees who violate this policy even if the employees' conduct does not violate the law.

5. Responsibility for a Harassment-Free Workplace

Every employee is responsible for refraining from conduct or language that could reasonably be viewed as harassment and is expected to report any such conduct to management.



Policy No.: HRS-118

Initial Release Date: 04/14/2009

Revision Date: 07/20/2020

All supervisors and managers have the responsibility to maintain the workplace free of harassment and are responsible for the full implementation of this policy.

6. Sexual Harassment

Sexual harassment is unique in that it includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Under the law, illegal sexual harassment occurs when:

- 1) Submission to such conduct is made, either explicitly or implicitly, a condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Employees need to understand that conduct acceptable to them may be offensive to other employees. It is the Company's policy to prohibit inappropriate physical touching, sexually explicit language, obscene gestures, staring, sexual or gender-related jokes, display of explicit materials, comments about other employees' bodies, derogatory comments about an individual's sex, sexual orientation, gender identity or expression, repeated requests for dates or other expressions of attraction or sexual interest, and other similar behavior.

7. Reporting Obligations

Employees believing that they are or have been subjected to any form of harassment prohibited by this policy are urged to contact their immediate supervisors. However, there may be times when an employee is reluctant to report such conduct to an immediate supervisor. In such cases, the employee should report the conduct to a management representative with whom the employee is comfortable reporting the conduct, such as the Site or Area Manager; the Division or Area Human Resources Manager; the Area Director, Human Resources; a Corporate Human Resources Manager; the Vice President, Human Resources; or by contacting the confidential AWARE Line either by phone at 1-866-3-AWARE-4 or web report at AWARELine.RepublicServices.com. Similarly, any employee who becomes aware of a violation of this policy should report it to one of these parties. In particular, supervisors and managers have the responsibility to promptly report harassment to Human Resources so that the Company may conduct a review and take prompt and appropriate corrective and preventive action. Failure to do so may result in disciplinary action being taken against the supervisor or manager, up to and including termination of employment.

8. Review by the Company of Harassment Allegations

Every report of conduct prohibited by this policy will be reviewed by the appropriate Human Resources Manager; Area Director, Human Resources; and/or the Corporate Human Resources Department. The review will be conducted on a fair and impartial basis and in a thorough and timely manner. The relevant facts will be evaluated on a case-by-case basis in determining whether an action does, in fact, violate this policy. All such reviews will be documented and conducted in a manner designed to maintain confidentiality and protect the privacy of all parties concerned to the maximum extent permissible under the circumstances.



Policy No.: HRS-118
Initial Release Date: 04/14/2009
Revision Date: 07/20/2020

9. Non-Retaliation Statement

After a review is conducted, any employee who is determined to have violated this policy will be subject to disciplinary action, including, in certain circumstances, termination of employment. The Company will not take any adverse action against an individual who makes a good faith report of harassment or discrimination, or who participates in a review of such conduct. The Company does not permit employees to engage in retaliation. Retaliation means that an employee is subjected to a negative consequence for reporting a concern under this policy or participating in an investigation under this policy. Retaliation is a serious violation of this policy and should be reported immediately to the Division or Area Human Resources Manager; the Area Director, Human Resources; a Corporate Human Resources Manager; the Vice President, Human Resources; or through the AWARE Line. Any person found to have retaliated against another individual for reporting harassment, or other concerns related to this policy, will be subject to serious disciplinary action, including, in certain circumstances, termination of employment.

10. Policy Contact(s)

If you have specific questions relating to this policy, please contact your local Human Resources Manager; your Area Director, Human Resources; the Vice President, Human Resources; or Corporate Human Resources.

11. Related Policies and Other Resources

- Non-Discrimination and Equal Employment Opportunity Policy
- Code of Business Ethics and Conduct
- Speak Up Poster



REAFFIRMATION OF COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

Republic Services is a federal contractor subject to Executive Order 11246, as amended, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("Section 4212"), and Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"). It is the firm policy of Republic Services to employ the most qualified people for all jobs and make all employment decisions without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, disability, protected veteran status, relationship or association with a protected veteran (spouses or other family members) or any other protected group status, and further, to take affirmative action to employ and advance in employment qualified minorities, women, individuals with disabilities, and protected veterans. Republic Services also will provide reasonable accommodation to known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of Republic Services' business.

As the Chief Executive Officer of Republic Services, I wish to reaffirm and reemphasize that this policy applies throughout our entire organization.

To implement this policy, we have established affirmative action programs, which reflect our commitment to the following:

- (1) We recruit, hire, train and promote qualified persons in all job titles, without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, disability, protected veteran status, or any other protected status;
- (2) We base all employment-related decisions on valid job-related requirements;
- (3) We ensure that all personnel actions including those related to compensation, benefits, transfers, promotions, layoffs, return from layoff, company-sponsored training, education, tuition assistance, and social and recreational programs, are administered without regard to any protected status; and
- (4) Employees and candidates for employment will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in filing a complaint; assisting in a review, investigation, compliance evaluation, hearing, or other activity related to any equal employment opportunity law or regulation; opposing any act or practice made unlawful by any equal employment opportunity law or regulation; or exercising any other right protected by an equal employment opportunity law or regulation.

Overall responsibility for the implementation of affirmative action activities under this policy is delegated to Elizabeth Duross, Senior Manager Affirmative Action and Immigration. The Legal Department maintains an internal audit and reporting system to allow for effective measurement of our affirmative action programs.

It is the responsibility of every Republic Services employee to follow and enforce our equal employment opportunity policy and to treat one another with dignity and respect at all times.

Donald W. Slager
Chief Executive Officer

02/01/21

Date

Attachment: Republic Specs Landfill Part 3 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



REAFIRMACIÓN DEL COMPROMISO CON LA IGUALDAD DE OPORTUNIDADES EN EL EMPLEO

Republic Services es un contratista federal sujeto a la Orden Ejecutiva 11246, como sea enmendada, la Sección 4212 de la Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, como sea enmendada ("Sección 4212"), y la Sección 503 de la Ley de Rehabilitación de 1973, como sea enmendada ("Sección 503"). Es política firme de Republic Services emplear a las personas más calificadas para todos los trabajos y tomar todas las decisiones de empleo sin distinción de raza, color, religión, sexo, orientación sexual, identidad o expresión de género, nacionalidad de origen, discapacidad, condición de veterano protegido, relación o asociación con un veterano protegido (cónyuge u otro miembro de la familia), o cualquier otra condición de grupo protegido, y además, tomar acciones afirmativas para emplear y avanzar en el empleo a minorías calificadas, mujeres, personas con discapacidades y veteranos protegidos. Republic Services también proporcionará adaptaciones razonables a las limitaciones físicas o mentales conocidas de un empleado calificado o solicitante de empleo, a menos que la adaptación imponga dificultades indebidas en la operación de los negocios de Republic Services.

Como Director Ejecutivo de Republic Services, deseo reafirmar y reiterar que esta política se aplica a toda nuestra organización.

Para implementar esta política, hemos establecido programas de acciones afirmativas, que reflejan nuestro compromiso con lo siguiente:

- (1) Reclutamos, contratamos, capacitamos y promovemos a personas calificadas en todos los puestos de trabajo, sin distinción de raza, color, religión, sexo, orientación sexual, identidad o expresión de género, nacionalidad de origen, discapacidad, condición de veterano protegido, o cualquier otra condición protegida;
- (2) Basamos todas las decisiones relacionadas con el empleo en requisitos válidos relacionados con el trabajo;
- (3) Nos aseguramos que todas las acciones para el personal, incluidas las relacionadas con compensaciones, beneficios, transferencias, promociones, despidos por reajuste, reconstrucción después de despidos por reajuste, capacitación patrocinada por la Compañía, educación, asistencia en el pago de estudios y programas sociales y recreativos, se administren sin tener en cuenta ninguna condición protegida; y
- (4) Los empleados y candidatos para empleo no estarán sujetos a acoso, intimidación, amenazas, coerción o discriminación porque hayan participado o puedan participar en la presentación de una queja; ayuda en una revisión, investigación, evaluación de cumplimiento, audiencia u otra actividad relacionada con cualquier ley o regulación de igualdad de oportunidades en el empleo; por oponerse a cualquier acto o práctica que sea ilegal por cualquier ley o regulación de igualdad de oportunidades en el empleo; o ejercer cualquier otro derecho protegido por una ley o regulación de igualdad de oportunidades en el empleo.

La responsabilidad general de la implementación de las actividades de acciones afirmativas bajo esta política se delega a Elizabeth Duross, Gerente Senior de Acción Afirmativa e Inmigración. El Departamento Legal mantiene un sistema de auditoría interna y de reportes para permitir la medición efectiva de nuestros programas de acciones afirmativas.

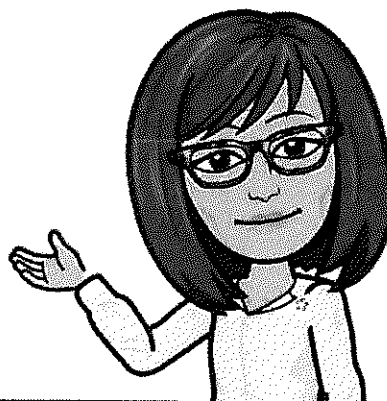
Es responsabilidad de cada empleado de Republic Services seguir y hacer cumplir nuestra política de igualdad de oportunidades en el empleo y tratarse mutuamente con dignidad y respeto en todo momento.

Donald W. Slager
Director Ejecutivo

02/01/21

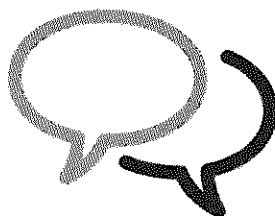
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SPEAK UP BE HEARD YOU MATTER

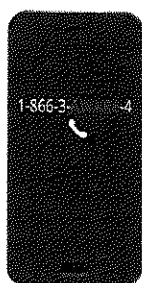


At Republic Services, we are committed to the highest standards of ethical business conduct and we count on every employee to make the right decisions – every day, every time. If you have a question, concern or believe something is unethical, illegal or inconsistent with our values, policies or Code of Business Ethics and Conduct, promptly **SPEAK UP**. You will **BE HEARD** and the appropriate action will be taken. **YOU MATTER** and you play a major role in maintaining our highly ethical and compliant culture.

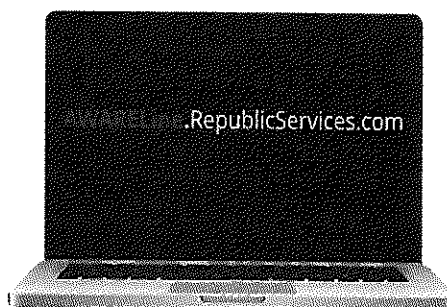
WE WANT TO HEAR FROM YOU!



SPEAK directly to any of the following: Your Immediate Supervisor
Any Other Manager • Human Resources • Legal • Ethics & Compliance



CALL the confidential **AWARE Line**
at **1-866-3-AWARE-4***



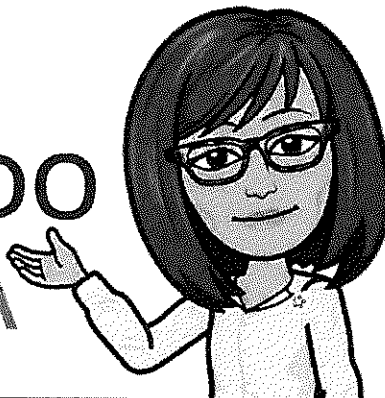
GO Online to the confidential **AWARE Line**
at **AWARELine.RepublicServices.com***

*Operated by an independent reporting service, the **AWARE Line** is available anytime for you to ask questions or raise concerns when you are reluctant to speak with a Company representative or prefer to remain anonymous. Information you provide is sent to authorized personnel at the Company for appropriate review. Reports are handled promptly and discreetly.

Our Policy of No Retaliation

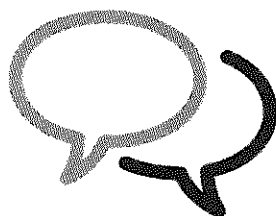
No matter how you choose to communicate, the Company does not permit retaliation or intimidation against anyone who reports a concern, raises a compliance question, seeks advice or cooperates in an investigation.

HÁGASE OÍR SERÁ ESCUCHADO USTED IMPORTA

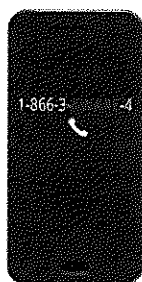


En Republic Services estamos comprometidos con los más altos estándares de conducta comercial ética y contamos con cada empleado para tomar las decisiones correctas, todos los días, todo el tiempo. Si tiene alguna pregunta, inquietud o cree que algo es poco ético, ilegal o incompatible con nuestros valores, políticas o con el Código de ética y conducta comercial, **HÁGASE OÍR** de inmediato. Usted **SERÁ ESCUCHADO** y se tomarán las medidas apropiadas. **USTED IMPORTA** y tiene un papel fundamental en el mantenimiento de nuestra cultura de ética y cumplimiento estrictos.

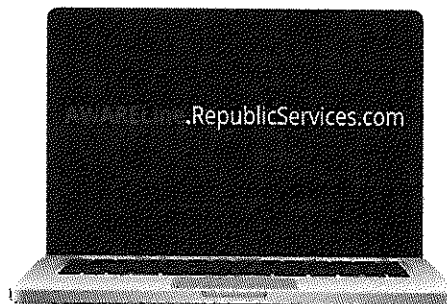
¡QUEREMOS ESCUCHARLO!



HABLE directamente con cualquiera de los siguientes: Su supervisor inmediato
Cualquier otro gerente • Recursos Humanos • Departamento Legal • Ética y Cumplimiento



LLAME a la Línea AWARE confidencial
al 1-866-3-AWARE-4*



VISITE la Línea AWARE confidencial en línea
en AWARELine.RepublicServices.com*

*Operada por un servicio de denuncias independiente, la Línea AWARE está disponible en todo momento para que plantee preguntas o inquietudes cuando no desee hablar con un representante de la Compañía o prefiera permanecer en el anonimato. La información que proporciona es enviada a personal autorizado en la Compañía para su estudio. Las denuncias son gestionadas rápidamente y en forma discreta.

Nuestra Política de Prohibición de Represalias

No permite represalias ni intimidaciones contra cualquiera que plantee una inquietud o pregunta sobre cumplimiento, solicite asesoramiento o coopere en una investigación.

CW _____

MASTER SUPPLIER AGREEMENT

This MASTER SUPPLIER AGREEMENT (this "**Agreement**") is entered into as of _____, 20__ (the "**Effective Date**") by and between [ADD NAME OF REPUBLIC ENTITY] ("**Republic**"), and [ADD NAME OF SUPPLIER] ("**Supplier**").

RECITALS

WHEREAS, Republic desires that Supplier provide the Goods (and in some cases Services) set forth in this Agreement for itself and its Affiliates, and Supplier desires to provide such Goods and Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Exhibits.** All Exhibits attached to the body of this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Product Description/Scope of Work & Pricing

Exhibit B Insurance

Exhibit C Alcohol and Drug Free Policy

2. **Republic's Purchase of Goods and Services.** Republic and its Affiliates (all entities directly or indirectly controlled by, controlling, or under common control of Republic) may purchase, and Supplier shall provide certain goods and services, if applicable, as described in **Exhibit A** (Product Description/Scope of Work & Pricing) attached hereto. "**Goods**" means any product to be sold to Republic by Supplier as listed in the Product Description, and "**Services**" means any work to be performed by Supplier when included in the Scope of Work. All Goods and Services sold by Supplier to Republic shall be governed by the terms and conditions of this Agreement. Republic and/or its Affiliates may purchase the Goods and Services pursuant to this Agreement by submitting a Purchase Document to Supplier. A "**Purchase Document**" means any document release or directive issued by Republic and/or its affiliate (including electronically) for the purchase and delivery of Goods and/or Services. The Purchase Document shall specify the relevant terms of the Services ordered (location, Services, schedule, etc.) and shall be subject to all of the terms and conditions of this Agreement. If a Purchase Document is entered into by a Republic affiliate, "Republic" as used in this Agreement shall be deemed to refer to such Republic affiliate solely with respect to that Purchase Document, which shall be deemed a separate contract between that Republic affiliate and Supplier. Purchase Documents shall be deemed as accepted by Supplier upon its electronic acknowledgment, the shipping of Goods or the commencement of Services, whichever occurs first. Nothing in this Agreement shall be construed to require Republic or its Affiliates to purchase from Supplier any minimum quantity or volume of Goods or Services. This Agreement is not an exclusive relationship, and Supplier acknowledges that Republic and its Affiliates may elect to purchase Services from other Suppliers.
3. **Term.** This Agreement begins on the Effective Date and continues for ____ months/years unless terminated in accordance with the terms of this Agreement. Republic will, at its sole discretion, have the opportunity to extend the Term of this Agreement for additional one (1) year periods by notifying Supplier, in writing, thirty (30) calendar days prior to the expiration of the Term or any subsequent extension of the Term.
4. **Termination.** This Agreement shall terminate: (a) immediately upon the filing by or against Supplier of a petition, consent or application under any federal or state bankruptcy law or any other law in which Supplier is alleged to be insolvent or unable to pay its debts as they become due or the making by Supplier of an assignment for the benefit of creditors; (b) immediately upon receipt by Supplier of written notice of termination from Republic as a result of Supplier's failure to perform any obligation under this Agreement, where such failure has not been cured by Supplier within ten (10) days after receipt of written notification from Republic of such failure to perform; or (c) upon thirty (30) days' prior written notice from Republic to Supplier that Republic desires to terminate this Agreement for convenience. If Republic terminates this Agreement pursuant to Section 4(b), Supplier agrees to reimburse Republic

CW _____

for all of its costs incurred in excess of the amounts it otherwise would have paid to Supplier hereunder, and Republic also may pursue such other remedies against Supplier as are available at law or in equity. If Republic terminates this Agreement pursuant to Sections 4(a) or 4(c), Republic shall pay Supplier only for Services completely performed prior to the termination date and shall have no liability for any further charges from Supplier.

5. Pricing. Pricing for the Goods and Services shall be only as set forth in Exhibit A. No additional costs, fees and/or charges will become due without Republic's prior written approval.
6. Invoicing: Payment. Date of invoice must be equal to the date on or after the date Goods were shipped or Services rendered and accepted. If the delivery of Goods and Services are recurring, Supplier shall invoice Republic monthly. At its discretion, Republic may require electronic invoicing through its procurement network and Supplier shall comply with such requirement. All invoices must include a purchase order number. Invoices received without a valid purchase order number referenced on the invoice will be rejected. Republic shall have no obligation to pay invoices received more than 90 days after Goods were shipped or Services were rendered and accepted, without a purchase order number on the invoice. Payment terms are net seventy-five (75) days from the date of invoice. Payments may be made by ACH, credit card or check.
7. Supplier Obligations and Warranties; Performance Standards.
 - (a) Supplier shall deliver the Goods and Services in accordance with the terms set forth in the Purchase Document and this Agreement, including to the destination(s) specified by Republic in the Purchase Documents. Republic shall have the right to inspect the Goods and Services upon receipt and notify Supplier of any claim, including condition, quality, shortages, non-conformance or grade of the Goods and/or Services. Republic's failure to inspect the Goods and/or Services shall not relieve Supplier of any claim related thereto. Title to and risk of loss of all conforming Goods shall pass to Republic upon delivery into Republic's possession at the destination(s) specified by Republic in the Purchasing Documents and such title shall be full and clear of all security interests, liens, claims, charges, or encumbrances.
 - (b) Supplier represents and warrants to Republic that the Goods and/or Services, together with all packaging, labeling, documentation, transportation and anything else furnished by Supplier, shall: (i) be free from defects in design, workmanship and materials; (ii) be suitable and fit for their intended purposes and conform to any warranty, description or sample provided to Republic or set forth in the Purchase Documents; (iii) be in compliance with Applicable Laws and industry standards; (iv) not infringe or encroach upon any other party's personal, contractual or proprietary rights, including patents, trademarks, trade names, copyrights, rights of privacy, trade secrets and other intellectual property rights; and (v) conform to all of Republic's specifications provided to Supplier, and to any data, drawings, representations, specifications and documentation Supplier provided to Republic.
 - (c) The foregoing warranties are in addition to all warranties implied by Applicable Law. All warranties shall survive delivery of the Goods and/or Services and shall not be deemed waived, terminated or merged by Republic upon acceptance of or payment for the Goods and/or Services. Supplier is not relying on any warranties, representations, assurances or inducements that are not expressly set forth herein.
 - (d) Supplier shall reimburse Republic for any Losses (as defined below) incurred by Republic arising or resulting from the use by Republic of any Goods and/or Services that do not conform to Supplier's warranties, this Agreement or the Purchase Documents. Republic's acceptance of any Goods and/or Services shall not be deemed a waiver by Republic of any rights with respect to either the accepted Goods and/or Services or any other Goods and/or Services.
 - (e) Supplier shall perform all Services in a professional and workmanlike manner in compliance with all federal, state, and local statutes, laws, ordinances, regulations, rules, codes, governmental orders, requirements or rules of common law that apply to any aspect of Supplier's performance of the Services ("**Applicable Laws**"), and in accordance with the terms set forth in this Agreement and any applicable Purchase Documents, and all procedures specified by Republic.
 - (f) Supplier represents and warrants to Republic that all Goods and Services it sells shall (a) not infringe or encroach upon any other party's personal, contractual or proprietary rights, including, without limitation,

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patents, trademarks, trade names, copyrights, rights of privacy, trade secrets and other intellectual property rights, and (b) conform to all of Republic's specifications provided to Supplier and to any specifications and documentation Supplier provided to Republic, including this Agreement, any applicable Purchase Document, and Republic's workplace rules, policies and procedures.

- (g) Supplier represents and warrants that: (a) its agents, employees and contractors performing Services under this Agreement ("Supplier Employees") have received all necessary training required to perform the Services hereunder including, without limitation, safety training; (b) it has all necessary or required permits and licenses to perform the Services; and (c) all Supplier Employees are qualified and able to perform the Services. Republic may reject any Supplier Employee and refuse them access to Republic facilities, sites and/or offices, or from executing Services on behalf of Republic for violations of Republic's work rules, safety rules, generally unacceptable work behavior, and/or any other lawful reason. Republic shall thereafter have no obligation to accept Services performed by such rejected Supplier Employee. Supplier shall comply with all immigration laws and regulations including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto (collectively with associated regulations, agency and administrative rulings, the "I-9 Laws").
 - (h) Supplier represents and warrants that: (a) this Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation enforceable against Supplier in accordance with its terms; (b) Supplier has the requisite capacity and authority to enter into this Agreement; (c) Supplier has the legal right to provide the Goods and Services; (d) no consent of any other person or entity is necessary for Supplier to enter into and fully perform this Agreement; and (e) all information, invoices and documents provided to Republic by Supplier are and will be true, complete and accurate.
 - (i) Supplier shall reimburse Republic for any Losses incurred by Republic arising or resulting from Services that do not conform to Supplier's warranties, this Agreement, or the applicable Purchase Documents.
 - (j) The foregoing warranties are in addition to all warranties implied by Applicable Laws. All warranties shall survive the termination or expiration of this Agreement and shall not be deemed, waived, terminated or merged by Republic upon acceptance of or payment for the Services. Supplier is not relying on any warranties, representations, assurances or inducements that are not expressly set forth herein.
8. Safety and Training. If providing Services under this Agreement, Supplier shall inspect the work site to ensure that all Services can be performed safely before performing any Services. If Supplier reasonably determines there is an unsafe condition at the work site at any time, Supplier shall notify Republic immediately. Supplier shall have overall responsibility for safety precautions and programs in the performance of the Work, including that of all authorized subcontractors. Supplier shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and subcontractors and other persons at the work site. While on Republic's site, Supplier Employees shall comply with all safety instructions and policies of Republic, including without limitation the Alcohol and Drug Free Policy attached hereto as Exhibit C.
9. Affirmative Action. Because Republic or Republic affiliates may be federal Suppliers from time to time, they have affirmative action obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, each as amended. Under these legal mandates, federal Suppliers and subcontractors are required to take affirmative action to employ and advance in employment qualified women, minorities, individuals with disabilities, and protected veterans, including disabled veterans, recently separated veterans, active duty wartime or campaign badge veteran, and Armed Forces service medal veterans, or any protected group status as defined by law. If Supplier is performing work as a federal subcontractor, it may have these obligations as well. If applicable, the following regulatory provisions are incorporated by reference as terms and conditions of this agreement and are binding on Supplier: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status; 41 CFR §61-300.10 (veterans' employment reports); and 29 CFR Part 471,**

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Appendix A to Subpart A (posting of employee notice). Supplier also may be required to develop written affirmative action programs and/or otherwise comply with the regulations at 41 CFR Part 60.

10. **Confidentiality.** Supplier acknowledges and agrees that as a result of its dealings with Republic, Supplier may receive information that is confidential to Republic, and that such confidential information is of special and unique value to Republic. Supplier agrees that it shall not without the prior written consent of Republic disclose any such confidential information to any person, firm, corporation, or other entity for any purpose whatsoever or use such information for any purpose not provided for in this Agreement. Supplier further agrees to keep the existence and terms of this Agreement and any related documents confidential. Supplier shall not use Republic's name or logo or any other trademark of Republic in any manner whatsoever. Supplier hereby agrees and grants to Republic a royalty-free license to display Supplier's logo and/or trademark on Republic's website during the term of this Agreement.
11. **Indemnification.**
 - (a) **General Indemnity.** Supplier agrees to indemnify, defend and hold harmless Republic, Republic Affiliates, and their respective parent, managers, members, general partners, limited partners, directors, officers, employees, shareholders, members, agents, and representatives (the "**Republic Indemnified Parties**") from and against any and all losses, damages, claims, suits, judgments, liabilities or expenses of any nature whatsoever, including reasonable attorney fees and costs ("**Losses**") in any way caused by or arising from (a) the negligence or willful misconduct of Supplier or Supplier Employees; (b) any failure to fully perform any obligation under this Agreement or any Purchase Document; (c) infringement of any third party intellectual property rights related to Supplier Goods or Services; (d) personal injury, death or property damage or loss of any nature whatsoever arising from or related to the Services; (e) Supplier's breach of any representation or warranty under this Agreement or any Purchase Document; or (f) unauthorized or unlawful acts of Supplier, whether willful or not. It is expressly understood and agreed that Supplier shall, immediately upon written tender from a Republic Indemnified Party or its Claims Administrator, accept such tender and immediately assume the defense (and any costs incurred by Republic's Indemnified Parties to date) and indemnification of any matter subject to this indemnification obligation.
 - (b) **Indemnification for Supplier's Employees and Property.** To the maximum extent permitted by Applicable Laws, Supplier agrees to indemnify, defend and hold harmless the Republic Indemnified Parties from and against any and all Losses to Supplier's property or Supplier Employees in any manner caused by or resulting or arising from the Goods or any Services performed by Supplier or Supplier Employees in relation to this Agreement, excluding only those Losses caused by Republic's sole negligence or strict liability. Supplier's indemnity obligations under this subsection are without regard to whether the partial negligence, fault, or liability of Republic is a contributing factor in any such claim or loss.
12. **Insurance.** Supplier agrees at all times during the term of this Agreement to maintain in full-force and effect the insurance as required in Exhibit B hereto.
13. **Audit.** For a period of two (2) years following expiration or termination of this Agreement, Supplier will maintain appropriate books and records of all transactions related to Supplier's sale of Goods or performance of Services under this Agreement, including but not limited to, all manufacturer warranties, expenses, invoices, receipts, fees paid or received, records of required licenses and permits, insurance, safety and accident procedures, and drug and alcohol policy compliance. Upon reasonable notice, Republic shall have the right to review and audit such records from time to time to ensure compliance with all Applicable Laws and this Agreement.
14. **Financial Condition.** Supplier has, and shall maintain, a financial condition commensurate with its obligations under this Agreement and sufficient to allow it to readily and successfully fulfill all such obligations, in accordance with this Agreement. In the event the financial condition of Supplier materially changes during the term of this Agreement, Supplier shall promptly notify Republic in writing, reasonably describing the nature and extent of such change.
15. **Taxes and Benefits.** Supplier acknowledges and agrees on behalf of itself, its Affiliates, and its agents, contractors, and employees that, as an independent Supplier to Republic, (a) no taxes or social security withholdings will be made by Republic from the payments to Supplier under this Agreement, and (b) neither Supplier nor any of its Affiliates, agents, contractors, or employees shall participate in, qualify for or in any way be entitled to any Republic benefits

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available to employees of Republic, including vacation benefits, 401(k) plan, or insurance, or pension program. Supplier shall indemnify, defend and hold Republic's Indemnified Parties harmless from and against all Losses resulting from or in any way related to Supplier's failure to pay any taxes (including the employer's share of employment taxes) should Supplier or any of its employees, agents or subcontractors ever be found to be an employee of Republic notwithstanding the contrary provisions herein.

16. Independent Contractor. Supplier shall be an independent contractor and shall not be, or purport to be, an employee, agent, or representative of Republic nor shall this Agreement be construed as creating a partnership or joint venture between Supplier and Republic. Supplier shall provide the Goods and Services according to Supplier's own lawful means and methods of work, which shall be in the exclusive charge and control of Supplier and which shall not be subject to the control or supervision of Republic, except as to the results of any of the Services performed by Supplier. Notwithstanding the foregoing, however, Supplier shall cooperate fully with the efforts of Republic's personnel and shall comply with the policies and procedures of Republic. Supplier shall be responsible for Supplier's acts, and the acts of Supplier's agents and employees, if any, while engaged in the performance of the Services.
17. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and addressed to Supplier's signatory at the address listed in the signature section (if to Supplier), and Republic's signatory at the address listed in the signature section (if to Republic), with a copy to Republic's Chief Legal Officer at 18500 North Allied Way, Phoenix, AZ 85054. Notices may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by in person delivery. Notice shall be deemed given and effective the day received by courier or two business days after personally delivered, subject to signature verification, or the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section.
18. Law; Jurisdiction; Venue; Jury Waiver; Attorney Fees. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any conflict of law provision. Any dispute not resolved by negotiation between the parties shall be submitted to the exclusive jurisdiction of the federal and state courts in Maricopa County, Arizona. Both parties agree that such courts shall be a proper place for venue in connection with any litigation initiated hereunder. Each party consents to and waives any objection to venue and jurisdiction in the state and federal courts located in Maricopa County, Arizona. Each of the parties also knowingly, voluntarily and irrevocably waives any right to trial by jury. Should any action be commenced under this Agreement, the successful party in such action shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, action related expenses, and court or other costs incurred in such proceeding.
19. No Assignment by Supplier. Supplier may not assign or subcontract its rights or delegate its duties pursuant to this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole and absolute discretion. Republic may assign this Agreement to a Republic Affiliate without Supplier's consent. Any assignment or subcontracting permitted by Republic shall require that Supplier remain jointly and severally liable with the assignee or subcontractor for all obligations arising under this Agreement. Any assignment or delegation in violation of this Agreement shall be null and void and of no force or effect. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns. Any Republic Affiliate that purchases any Service from Supplier pursuant to this Agreement is hereby specifically made a third-party beneficiary.
20. Time is of the Essence. Time is of the essence in this Agreement.
21. Severability. If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
22. Waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
23. Construction. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. If a question of interpretation arises, this

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Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Any reference to any statute shall be deemed to refer to the statute, as amended, and to all rules and regulations promulgated there under, as amended, unless the context requires otherwise. The word "include" or "including" means include or including, without limitation.

24. Entire Agreement: Controlling Terms; Amendments. The terms and conditions of this Agreement, including any issued Purchase Documents, constitute the complete and final written agreement between Republic and Supplier and supersede all other agreements and understandings between the parties regarding the subject matter of this Agreement. The terms and conditions in this Agreement apply every time Republic purchases Goods and/or Services during the term of this Agreement. Any provision in Supplier's proposal, invoices, statements, acknowledgment forms or other documents of any nature that is inconsistent with or in conflict with this Agreement or a Republic Purchase Document shall be null and void and of no force or effect. If there is a conflict between this Agreement and any Purchase Document, this Agreement shall control. Any modification of the terms of this Agreement is binding only if done in writing and signed by the parties in the same manner as this Agreement.
25. Survival. The parties agree that Supplier Warranties, Confidentiality, Indemnification, Audit and all such similar terms which, by their substantive intent should survive the expiration or termination of this Agreement shall so survive.
26. Counterparts; Electronic Copy. This Agreement may be executed in two or more original or facsimile counterparts, or by electronic signature, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The parties agree that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement as though it were an original.

IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.

Insert Republic Entity

Insert Legal Entity of Supplier

By: _____

By: _____

Name: _____

Name: _____

Its:

Its:

Date: _____

Date: _____

Address: _____

Address: _____

Attn: _____

Attn: _____

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EXHIBIT A
Product Description/Scope of Work & Pricing

Attachment: Republic Specs Landfill Part 3 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

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EXHIBIT B
Insurance Requirements

Attachment: Republic Specs Landfill Part 3 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

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EXHIBIT C
Alcohol and Drug Free Policy

Supplier hereby agrees to require all Supplier Employees to comply with Republic's Alcohol and Drug Free Policy as set forth herein.

Republic prohibits the purchase, manufacture, transportation, distribution, dispensation, possession, or use of alcohol or illegal drugs while on Republic premises or while performing or conducting Republic business. This is a zero-tolerance policy; meaning, any violation of this policy by Supplier shall subject the Agreement to immediate termination.

Except where prohibited by Applicable Law or collective bargaining agreements, Supplier shall ensure that all Supplier Employees assigned to perform Services on Republic premises have passed a non-DOT five-panel drug screen within 30 days prior to performing any Services on Republic premises. Supplier is responsible for all costs associated with drug screening.

Upon written request of Republic, Supplier will provide Republic with a written certification for all Supplier Employees performing Services on Republic premises attesting that such Employees have successfully passed the drug screen. Further, Supplier shall obtain from its Employees a written acknowledgement that they understand they are obligated to perform Services for Republic free from the effects of alcohol and illegal drug use. Supplier shall maintain such written acknowledgments during the Term of the Agreement. If requested by Republic at any time during the Term of the Agreement or upon termination of the Agreement, Supplier shall provide Republic with a copy of all such written acknowledgments.

Attachment: Republic Specs Landfill Part 3 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

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

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

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

Title VI -3

Attachment: Republic Specs Landfill Part 3 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Legal Considerations: The following needs to be discussed prior to a contract execution. The information enclosed in the bid package is based on a successful contract negotiations.

1. General Comment. Please include language in your proposal stating that you would like the right to negotiate the final agreement.
2. Indemnification. RFP Section 5 and Contract Section 12. Their indemnity is broader than we would normally agree to as it covers any claims that occurs "of any kind or character in connection with or arising directly or indirectly out of this Contract" and due to any "willful acts." Our standard request is to limit our liability to damage caused by our fault. We only want to be liable if we do something wrong. We always want to limit indemnity to damages arising out of "Contractor's negligence or willful misconduct." Would the city be willing to make these provisions fault based? Also, the City specifically says that we "assume all risk..." which is very broad, and I find unreasonable because we could be liable for damages that we are not responsible for. We want to add that we are not responsible for any claims to the extent arising out of the City's own negligence or willful misconduct?

There is another issue as well, which is that the City is not required to indemnify us for the contents of the waste, so if Unacceptable Waste is discovered we are liable for all of the associated costs and that can be significant. We should ask to add the following:

City shall indemnify, defend, and hold harmless Contractor and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding, whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Contractor party, or otherwise, caused by or arising out of City's delivery of Unacceptable Waste to the Landfill.

3. Insurance. Please include in your exceptions the comments from Linda Thomas.
4. Additional Provisions. The following additional provisions should be included in the final contract.
 - a. Definitions.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
 - b. Title to Waste. Contractor shall acquire title to Solid Wastes when they are unloaded into Contractor's facility. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.
 - c. Right of Refusal: If anything listed as an Unacceptable Waste is discovered after it has been received by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with Applicable Law and charge the depositor or generator for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of those items and to collect the costs incurred by Contractor in connection with such items. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with excluded items, except to the extent that the items are determined to be attributed to the City.

Business Risks / Items Noted: In addition to the changes that are required from a legal perspective, we wanted to point out the following risks/items noted for consideration from a business perspective.

1. Not Exclusive. Section 1 of RFP. City specifically indicates that this will not be an exclusive engagement. Typically, we like to have exclusive relationships so please make sure this is acceptable.
2. Liquidated Damages. Section 13. City can apply liquidated damages for certain performance issues. Please review these requirements and ensure that this are acceptable.
3. Rate Adjustments. Fees can be adjusted annually on the renewal date but must be approved by the City. If the City doesn't approve the annual adjustment, we don't get one. We may want to ask to add, "whose consent will not be unreasonably withheld."
4. Appropriations. Section 17. City specifically indicates that all payments are contingent on funding being appropriated. We should ask for the right to terminate if funding is not appropriated.
5. Termination. Contract Section 8. City can terminate the Agreement for any reason with 30 days' notice. Please make sure that you are ok with this from a business perspective. Also, we should consider asking to make this mutual.
6. Force Majeure. Contract Section 10. City's Force Majeure language is very narrow and only specifies Riots, Wars, and Acts of God. We would typically want this to be expanding to include, at a minimum, "Pandemics, epidemics, or any event beyond the Contractor's reasonable control."
7. Assignment. Contract Section 15. Contractor can't assign the contract without the consent of the City. This isn't high risk but there are times that we reorganize or make changes and want the ability to assign contacts. We should consider asking to add, "whose consent will not be unreasonably withheld."



Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by

“FY2021-04-027, Solid Waste Disposal Landfill”

supervisors or management within seven days of discovery.

Other key benefits of this program include:

- Increased driver communication and accountability with Republic Services management
- Improved documentation and resolution of driver issues
- Improved customer service
- Improved on-route safety

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

Drivers must observe and record issues while performing collection duties, and report findings to the Driver Service Coordinator during the pre- and post-route briefings daily.

The objective of the pre-route briefing is to ensure all drivers have the necessary tools to run their routes safely, competently, and accurately each day. The Driver Service Coordinator reviews the following topics during the briefing:

Figure 15. **Continually Improving Safety** is Top Goal for Republic Services



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- Confirms the driver is wearing the proper uniform and gear: clean uniform and personal protective equipment (PPE)
- Confirms the driver has the necessary route paperwork: sequenced route sheets and special/extra paperwork
- Confirms the driver has completed the pre-trip vehicle inspection report
- Ensures route completion by end of day

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining to safety items such as low hanging wires or dangerous container locations; and maintenance will be forwarded issues such as container repair and replacement needs.

Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

To track items, the following reports are produced:

- Driver Service Issues Cover Sheets are printed automatically each day for any route that has associated issues and is distributed to drivers along with their daily route sheets
- Open Issue Reports are run daily by department managers and includes the day's new issues
- Aged Open Issue Reports are run by the Driver Service Coordinator, as needed, and is intended to bring awareness to

"FY2021-04-027, Solid Waste Disposal Landfill"

the General Manager of challenging issues that need to be resolved

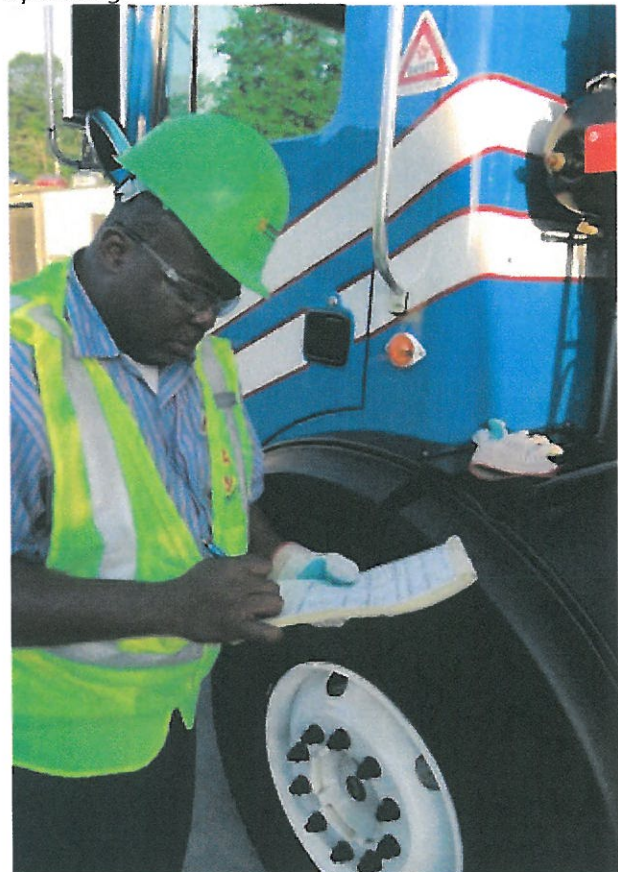
- Closed Issue Reports are posted weekly in the driver break room to increase driver awareness

Together for Safer Roads

As the operator of the 7th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

Figure 16. **Driver performs pre-route inspection** to ensure vehicle is safe for operating.



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The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

the extent, severity, and cost of work-related injuries and illnesses.

Eye, face, head, hand and high visibility PPE is required to be worn when applicable.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

Personal Protective Equipment

Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing

Figure 17. **Our Focus 6 safety program** assists with tips and techniques to reduce our top 6 most common incident types



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"FY2021-04-027, Solid Waste Disposal Landfill"

Driver & Operator of the Year

We believe strong safety records should be acknowledged and celebrated. Each year, drivers who meet our stringent safety criteria are eligible for the National Waste & Recycling Association's Driver & Operator of the Year awards.

With more than 1,000 nominations each year, the awards are the most coveted in the industry and demonstrates winners' commitment to safety. Since 2009, Republic Services' drivers have won 75 percent of the NWRA Driver of the Year awards, an honor that celebrates exemplary customer service and superior driver safety records. This year's winner was Mike Juhan from Winder, GA. This is Republic Services' first year to have an NWRA Operator of the Year winner – Roberto Hernandez from Lake Havasu City, AZ.

Mike Juhan has spent more than 20 years in the industry and is a certified residential and small container collection truck driver. He has had no preventable crashes or injuries throughout his entire career. Mike is also the two-time reigning local ROAD-EO champion – Republic's local skills competition for drivers and operators.

Mike takes great pride in the communities he serves but is also willing to go above and beyond for the Company. Mike is part of a Republic's SOS program that consists of

volunteer drivers from across the country who are deployed to service routes in the aftermath of natural disasters.

For 25 years, Roberto Hernandez has been an essential part of Republic's landfill operations team. He has maintained a flawless safety record with no crashes or injuries, in addition to a perfect attendance record. He was a three-time NWRA Operator of the Year finalist before his win this year.

Roberto is a model employee and takes great pride in his profession. He is a selfless leader and has mentored countless other employees, inspiring team members to approach each day with a willingness to go above and beyond for customers. He is admired company-wide for his commitment to excellence.

Republic's relentless commitment to safety has led to the formation of comprehensive, industry-leading safety programs that rely on continual training to reduce incident frequency. Last year, roughly 14,000 employees earned Republic's Dedicated to Safety Award, and 4,000 employees received the Dedicated to Excellence recognition. Over the past 10 years, Republic's safety performance, based on Occupational Safety and Health Administration (OSHA) data, has been 40 percent better than the industry average.

Figure 18. Our 2019 Driver & Operator of the Year – Mike Juhan and Roberto Hernandez





STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE, 14TH FLOOR
NASHVILLE, TN 37243

PRINT

RESET

PERMIT #

SNL 79-0224

CLASS I DISPOSAL FACILITY ANNUAL ENGINEERING REPORT (AER)

TO AVOID DELAYS, COMPLETE ALL SECTIONS OF THE APPLICATION. INCLUDE ALL SUPPORTING DOCUMENTATION.

A. GENERATING FACILITY

FACILITY NAME BFI North Shelby Landfill		DATE OF LAST ANNUAL ENGINEERING REPORT (AER) 05/01/2020	
MAILING ADDRESS 7111 Old Millington Road	CITY Millington	STATE TN	ZIP 38053
PHONE (901) 873-8334		FAX (901) 873-8334	
TECHNICAL CONTACT NAME Slade Patterson		PHONE (901) 873-8334	FAX (901) 873-8334
EMAIL spatterson2@republicservices.com			

B. TOPOGRAPHIC SURVEY

RULE 0400-12-01-.04(2)(t)1 REQUIRES ALL OPERATORS OF **CLASS I DISPOSAL FACILITIES** WITHIN THE STATE OF TENNESSEE TO FILE AN **ANNUAL ENGINEERING REPORT** WITH THE DEPARTMENT BY **MAY 1st** OF EVERY YEAR.

A CURRENT TOPOGRAPHIC SURVEY OF THE ACTIVE PORTION OF THE DISPOSAL FACILITY (SAME SCALE AS APPROVED PERMIT PLANS) MUST BE PERFORMED BY A QUALIFIED LAND SURVEYOR DULY AUTHORIZED UNDER TENNESSEE LAW TO CONDUCT SUCH ACTIVITIES. THIS SHOULD BE SUPERIMPOSED ON THE APPROVED CONTOURS WITH A DELINEATION SHOWING CURRENT CONTOURS. SUBMIT THIS DRAWING AS AN ATTACHMENT TO THIS FORM.

C. FACILITY CONDITIONS EXPLAIN THE **METHODOLOGY** TO CALCULATE THE FOLLOWING:

1. TOTAL PERMITTED LANDFILL FOOTPRINT (AREA PERMITTED FOR DISPOSAL - ACRES)

524.1

2. DESIGN CAPACITY OF TOTAL LANDFILL FOOTPRINT (CUBIC YARDS)

77,516,492

3. TOTAL ACRES CURRENTLY CONSTRUCTED

183.0

4. CAPACITY OF CONSTRUCTED AREA(S) (CUBIC YARDS)

19,283,526

5. TOTAL REMAINING VOLUME WITHIN CONSTRUCTED AREA(S) (CUBIC YARDS)

607,047

6. OPERATIONAL WASTE DENSITY (POUNDS / CUBIC YARD)

2,054

7. CURRENT WASTE ACCEPTANCE RATE (TONS PER YEAR)

348,964

D. MODIFICATIONS

THE FIRST ANNUAL ENGINEERING REPORT SUBMITTED SHOULD INCLUDE ALL MINOR PERMIT MODIFICATIONS TO THE FACILITY SINCE THE MOST RECENT PERMIT ISSUANCE OR MAJOR MODIFICATION; SUBMIT THIS LIST AS AN ATTACHMENT TO THIS FORM.

E. LEACHATE REPORT					
INCLUDE THE LOCATION FOR ALL METHODS OF LEACHATE TREATMENT AND DISPOSAL USED: NOTE COLUMN B THROUGH E SHOULD SUM TO COLUMN A					
GALLONS					
MONTH	A GENERATED	B ON-SITE TREATMENT	C DISPOSAL	D RECIRC	E OTHER
JANUARY	2,660,764.62		2,615,000.00		45,764.62
FEBRUARY	1,856,542.26		2,095,000.00		-238,457.74
MARCH	2,639,917.00		2,941,000.00		-301,083.00
APRIL	2,489,212.96		2,152,000.00		337,212.96
MAY	1,888,826.72		1,937,000.00		-48,173.28
JUNE	1,718,960.32		2,008,000.00		-289,039.68
JULY	1,440,086.64		1,416,000.00		24,086.64
AUGUST	1,486,000.00		1,486,000.00		0.00
SEPTEMBER	1,441,259.92		1,369,000.00		72,259.92
OCTOBER	1,110,114.82		1,245,000.00		-134,885.18
NOVEMBER	1,753,591.34		1,756,000.00		-2,408.66
DECEMBER	1,338,860.65		1,322,000.00		16,860.65
TOTALS	21,824,137.25	0.00	22,342,000.00	0.00	-517,862.75
	A	B	C	D	E

DESCRIBE OTHER LEACHATE MANAGEMENT METHODS HERE:

Values represent net volume of leachate storage tank inventory. Negative values indicate a net volume of leachate that was removed from the storage tanks.

F. LEACHATE MANAGEMENT

1. ☒ FACILITY UTILIZES SUMP PUMPS TO CONVEY LEACHATE TO TANKS OR OTHER MANAGEMENT COMPONENTS.

a. 7 NUMBER OF SUMP PUMPS EMPLOYED AT THIS FACILITY

2. ☐ FACILITY UTILIZES GRAVITY DRAINS TO CONVEY LEACHATE TO TANKS OR OTHER MANAGEMENT COMPONENTS.

3. DESCRIBE ANY LEACHATE MANAGEMENT SYSTEM CLEANING PERFORMED SINCE LAST AER

None

4. LEACHATE STORAGE CONSTRUCTED AT THIS FACILITY

a. NUMBER OF LEACHATE STORAGE TANKS / VESSELS AT LOCATED AT THE FACILITY 2

b. TOTAL STORAGE VOLUME 634,000

c. IF OTHER ADEQUATE MANAGEMENT PROVISION APPROVED BY COMMISSIONER IS USED, DESCRIBE BELOW:

G. SPECIAL WASTE

INCLUDE TYPES AND AMOUNTS OF SPECIAL WASTES DISPOSED RELATIVE TO NORMAL SOLID WASTE DISPOSED OF SINCE LAST AER. TYPES OF SPECIAL WASTE INCLUDE, BUT IS NOT LIMITED TO, SLUDGES, SOILS, COMBUSTION WASTES, COMMERCIAL CHEMICAL PRODUCTS OR MANUFACTURING CHEMICAL INTERMEDIATES. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	TYPE	ANNUAL TONS OF THIS TYPE	TOTAL ANNUAL TONS OF ALL WASTE ACCEPTED FROM LINE C.7
1.	SEE ATTACHED SHEET		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

H. SEND COMPLETED REPORT TO:

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE, 14TH FLOOR
NASHVILLE, TN 37243

I. CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

04/30/2021

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF WASTE GENERATOR

DATE

Slade Patterson

Environmental Manager

PRINTED NAME

TITLE

TDEC USE	REVIEWER'S SIGNATURE	NOTES
	DATE	

NORTH SHELBY LANDFILL
SNL 79-0224

B. TOPOGRAPHIC SURVEY



WASTE DISPOSAL BOUNDARY

EXISTING CITY LIMITS

TOWN WASTE CATCHMENT

1. TOPOGRAPHIC SURVEY INFORMATION FROM ON THIS PROJECT WAS OBTAINED FROM COOPER ARKEL, JARVIS, CO. AND WAS DATED JANUARY 13, 2021.
2. TOP OF WATERS FOR COORDINATES PROVIDED BY CLIENT SHALL BE BASED ON THE FOLLOWING DATA:

NORTH SHELBY LANDFILL
SNL 79-0224

D. MODIFICATIONS

**NORTH SHELBY LANDFILL
SNL 79-0224**

D. MODIFICATIONS

APPROVAL DATE	MODIFICATION	DESCRIPTION
03.04.08	Major Mod	2005 Major Modification by Lawson Engineering
10.31.13	Minor Mod	CERF High BTU Gas Plant Installation
05.12.14	Minor Mod	Revised Landfill Gas Remediation Plan
06.24.14	Minor Mod	Revised Construction Quality Assurance Plan
12.21.17	Minor Mod	Revised Site Plan showing new landfill gas system maintenance building.

NORTH SHELBY LANDFILL
SNL 79-0224

G. SPECIAL WASTE

**NORTH SHELBY LANDFILL
SNL 79-0224**

G. SPECIAL WASTE – CONTINUED

TYPE		ANNUAL TONS OF THIS TYPE	TOTAL ANNUAL TONS OF ALL WASTE ACCEPTED FROM LINE C.7
1	SW-ASBESTOS-FRIABLE	341	348,964
2	SW-ASBESTOS-NON FRIABLE	124	348,964
3	SW-ANIMAL	378	348,964
4	SW-CONT SOIL	56,764	348,964
5	SW-CONT W/FUEL	2,750	348,964
6	SW-BIOSOLIDS	860	348,964
7	SW-OFF SPEC MATERIAL	230	348,964
8	SW-OUTDATED MATERIAL	117	348,964
9	SW-TIMBER/TREATED/OLD	658	348,964
10	SW-PAINT WST/FIL/CHP/PW	18	348,964
11	SP-SPECIAL WASTE-LIQUID	1,078	348,964
12	SW-SLUDGE	2,838	348,964
13	SW-SLUDGE-PIT	270	348,964
14	SW-SLUDGE-WWTP-MUNICIPAL	3,325	348,964
15	SW-SLUDGE-WWTP-INDUSTRIAL	44	348,964
16	SW-EMPTY CONT/TANK/VES	113	348,964
17	SW-FILTER CAKE	4,872	348,964
18	SW-SOLIDIFICATION MAT	14,572	348,964
19	SW-FILTER MEDIA	2,667	348,964
20	SW-FILTER OTHER	813	348,964
21	SW-FOOD WASTE	402	348,964
22	SW-GRIT-SEWER/BAG SCRIN	2,432	348,964
23	SW-PLANT TRASH	11,308	348,964
24	SW-PLASTIC	225	348,964
25	SW-ASH-INCINERATOR	23	348,964
26	SW-CARBON	111	348,964
27	SW-CONST DEBRIS	360	348,964
28	SW-FILM	234	348,964
29	SW-METAL SHAVINGS	20	348,964
30	SW-OILY MATERIAL/DEBRIS	8	348,964
31	SW-POWDER	8,633	348,964
32	SW-METH LAB DEBRIS	3	348,964
		116,590	348,964

Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

REFERENCES

Each Bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to the City of Bartlett specifications. The list shall include dates of service (at least twelve months), contact name, address, and phone number. Note: It is the intent of the City to call all references.

- (1) Name of customer: City of Memphis Tennessee
Address: 125 North Main St, Memphis, TN 38103
Phone Number: 901-576-6872
Contact: Philip Davis
Dates of Service: Ongoing, 3 decades
- (2) Name of customer: DeSoto County Mississippi
Address: 365 Loshier, Suite 330
Phone Number: 662-469-8152
Contact: Ray Laughter
Dates of Service: Ongoing, Over 5 years
- (3) Name of customer: Shelby County Roads and Bridges
Address: 6449 Haley Road
Phone Number: 901-379-4418, 901-379-4413
Contact: Tracee Stills/Charles Wood
Dates of Service: Over 10 years
- (4) City of Bartlett, Ongoing, Approximately 3 decades



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2020

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 have ADDITIONAL INSURED provisions or be endorsed. 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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
E-MAIL ADDRESS: certifiicateam@ccmsi.com		
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1755348

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 TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: _____			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,00 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,00 GENERAL AGGREGATE \$ 5,000,00 PRODUCTS -COMP/OP AGG \$ 5,000,00
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY ☐ OTHER: _____			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	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	WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,00 E.L. DISEASE -EA EMPLOYEE \$ 3,000,00 E.L. DISEASE -POLICY LIMIT \$ 3,000,00

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

Division Number: 5104 - Named Insured Includes: BFI Waste Systems of North America, LLC - Dba: North Shelby LF

CERTIFICATE HOLDER

CITY OF BARTLETT, TN
6400 STAGE ROAD
PO BOX 341148
MEMPHIS, TN 38184
United States

CANCELLATION

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS		CERTIFICATE NUMBER: 175	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

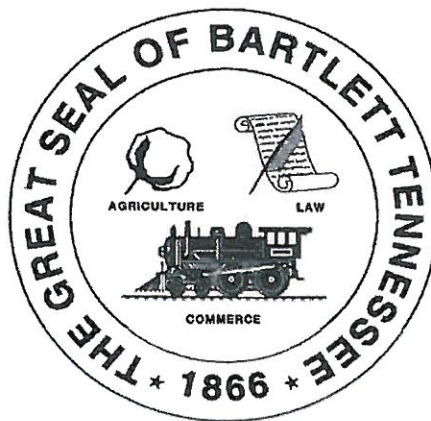
Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



REQUEST FOR SEALED BIDS

SB # FY2021-04-027

DUE: Wednesday, May 19, 2021, no later than 2:00 p.m. (CST)

SOLID WASTE DISPOSAL LANDFILL

Public Works – Solid Waste Division

The City of Bartlett Public Works – Solid Waste is seeking bids for household solid waste disposal at a Class I Sanitary Landfill as per the written specifications.

Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

1. SCOPE OF SERVICES

The purpose of this bid is to enter into a contract with a Class I Sanitary Landfill for the disposal of solid waste delivered by the City of Bartlett from properties within the City. The Contractor shall furnish all labor, equipment, machinery and maintenance necessary to operate the Class I Sanitary Landfill according to generally accepted Class I Sanitary Landfill standards and in accordance with all applicable law.

The City reserves the right to award contracts to more than one Contractor.

2. SUBMISSION OF BID DOCUMENTS

The Bid, with attachments, must be placed in a bid envelope, sealed, and delivered to the City of Bartlett. The envelope containing the Bid and attachments must be plainly marked with the following information on the outside of the bid envelope.

- a) The Bidder's name and Address
- b) Due Date of Bid package
- c) Project Title, FY2021-04-027 Solid Waste Disposal Landfill
- d) Bidder's License Number and expiration date, if applicable

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)** Note: An original, clearly marked, and two copies shall be included in the bid package.

- a) Complete Bid (include answers on how contractor meets or exceeds specifications)
- b) Bid Pricing Sheet
- c) Title VI Form
- d) Public Acts (signed and notarized)
- e) Proof of Insurance
- f) Class I Sanitary Landfill Permit

The City requests that all bid documents be submitted to the City of Bartlett's Mayor's Office, 6400 Stage Road, Bartlett, TN 38134 no later than 2:00 P.M. (CST) on Wednesday, May 19, 2021.

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

3. DEFINITIONS

Class I Sanitary Landfill – As defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), or applicable state, a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tire, dead animals, and special waste.

Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, by the State of Tennessee or applicable state, to be “hazardous” as that term is defined by or pursuant to Federal or applicable State law.

Special Waste – Special Waste as defined by the regulations of Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(2), or applicable state law.

Ton – 2,000 pounds.

Solid Waste as defined – Garbage, trash, rubbish, brush and other solid waste material collected by the City of Bartlett or its contractors from properties within the City but excluding any Hazardous Waste and Special Waste.

4. ADDITIONAL INFORMATION

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. Bidders are cautioned that any written or oral representations made by any City of Bartlett representative or other person that appear to change materially, conflict with, or modify any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the City. For determination of whether an oral or written representation of any City representative or other person requires that an amendment be issued, contact Dick Phebus at (901) 385-6400 or email dphebus@cityofbartlett.org.

5. INSURANCE

A. 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

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

Legal to review → action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

General Liability and Auto Liability

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

BU rev an app

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

BU to review and app

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

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

via blanket-form endorsement

Solid Waste Disposal Landfill
Contract No.: FY2021-04-027

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this ____ day of _____ 2021 by and between the CITY OF BARTLETT, TENNESSEE, a Tennessee municipal corporation, (herein the "CITY") and VENDOR NAME (herein the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY desires to contract with a provider of Landfill Disposal Services (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the CITY under No. **FY2021-04-027 Solid Waste Disposal Landfill Services** (herein the "Invitation to Bid") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for sixty (60) months, beginning on July 1, 2021 and ending on July 31, 2026. This Contract may be extended by the CITY for five (5) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of one hundred twenty (120) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the CITY regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Contract. Following such termination, the CITY and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 (OMITTED)**10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. (OMITTED)

be supplemented with a blanket form Additional Insured - Endorsement to

shall provide the City

11.05. Certificates of Insurance. The CONTRACTOR shall provide the City with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or material — substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee. *BU to review and approve*

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.



REPUBLIC
SERVICES



Financials and Other Requested Information

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed Bartlett, TN, expectations for the duration of the contract and beyond.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Bartlett, TN in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Bartlett, TN will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Bartlett, TN to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements,

"FY2021-04-027, Solid Waste Disposal Landfill"

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry
- Reinvesting in state-of-the-art equipment and facilities
- Republic Services contributes over \$5 million to charities annually

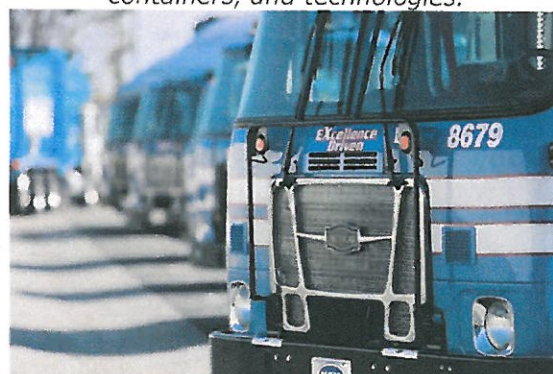
with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Labor Agreements and Wages

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees. Nearly 40 percent of Republic Services' over 36,000 employees are represented under various collective bargaining agreements across the country.

Figure 19 **Excellence Driven.** Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, containers, and technologies.



Competition Sensitive



"FY2021-04-027, Solid Waste Disposal Landfill"

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the Bartlett, TN that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to the Bartlett, TN by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

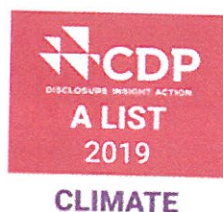
Litigation Information

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses

Figure 20. **Republic Services' Strengths.** Republic Services' dedication to our employees, the communities we serve, and environmental sustainability is relentless.



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"FY2021-04-027, Solid Waste Disposal Landfill"

pursuant to which we operate. Additional information can be provided upon request.

In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

Figure 21. Republic Services' Identifications, Classifications and Ratings

Republic Services Identifications, Classifications and Ratings

Federal Employee Identification Number

65-0716904

Dun's Identification Number

61342862

U.S. Dept. of Labor (SIC) Code

4953 – Sanitary Services / Refuse Systems

North American Industry Classification System (NAICS) – Primary

562212 – Solid waste landfills combined with collection and/or hauling of waste materials

North American Industry Classification System (NAICS) – Secondary

562111 – Solid waste collection
562920 – Material Recovery Facilities
562920 – Other non-hazardous waste treatment and disposal

Standard & Poor's Identification Number and Rating

(TIN): 13-1026995
BBB+

Moody's Identification Number and Rating

(TIN): 13-3998945
Baa3

Fitch's Identification Number and Rating

(NRSRO): 3235-0625
BBB

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Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



**"FY2021-04-027, Solid Waste Disposal
Landfill"**

**Summary Financial
Information – Income
Statement**

Figure 22. **Republic Services' 2019 Year Ending Consolidated Income Statement.**
Selected financial data. These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Erns Young, LLP (Independent Registered Public Accountants).

**REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME**
(in millions, except per share data)

	Years Ended December 31,		
	2019	2018	2017
Revenue	\$ 10,299.4	\$ 10,040.9	\$ 10,041.5
Expenses:			
Cost of operations	6,298.4	6,150.0	6,214.6
Depreciation, amortization and depletion	1,040.5	1,033.4	1,036.3
Accretion	81.9	80.7	79.8
Selling, general and administrative	1,091.9	1,059.5	1,057.4
Withdrawal costs – multiemployer pension funds	-	-	1.2
Gain on business divestitures and impairments, net	(14.7)	(44.9)	(33.9)
Restructuring charges	14.2	26.4	17.6
Operating income	1,787.2	1,735.8	1,668.5
Interest expense	(392.0)	(383.8)	(361.9)
Loss from unconsolidated equity method investments	(112.2)	(35.8)	(27.4)
Loss on extinguishment of debt	-	(0.3)	(0.8)
Interest income	6.4	1.6	1.0
Other income, net	6.4	3.4	2.7
Income before income taxes	1,295.8	1,320.9	1,282.1
Provision for income taxes	222.0	283.3	3.1
Net income	1,073.8	1,037.6	1,279.0
Net income attributable to non-controlling interests in consolidated subsidiary	(0.5)	(0.7)	(0.6)
Net income attributable to Republic Services, Inc.	\$ 1,073.3	\$ 1,036.9	\$ 1,278.4
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 3.34	\$ 3.17	\$ 3.79
Weighted average common shares outstanding	321.1	326.9	337.1
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 3.33	\$ 3.16	\$ 3.77
Weighted average common and common equivalent shares outstanding	322.0	328.4	339.0
Cash dividends per common share	\$ 1.56	\$ 1.44	\$ 1.33

Competition Sensitive



**"FY2021-04-027, Solid Waste Disposal
Landfill"**

**Summary Financial
Information – Balance Sheet**

*Figure 23. Republic Services' 2019 Year Ending Consolidated Balance Sheet.
Selected financial data*

REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)		
	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 47.1	\$ 70.5
Accounts receivable, less allowance for doubtful accounts and other of \$34.0 and \$34.3, respectively	1,125.9	1,102.7
Prepaid expenses and other current assets	433.0	391.2
Total current assets	1,606.0	1,564.4
Restricted cash and marketable securities	179.4	108.1
Property and equipment, net	8,383.5	8,020.1
Goodwill	11,633.4	11,400.1
Other intangible assets, net	133.9	106.5
Other assets	747.6	417.8
Total assets	<u>\$ 22,683.8</u>	<u>\$ 21,617.0</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 777.9	\$ 761.5
Notes payable and current maturities of long-term debt	929.9	690.7
Deferred revenue	336.0	338.7
Accrued landfill and environmental costs, current portion	132.6	130.6
Accrued interest	74.0	68.5
Other accrued liabilities	814.2	728.6
Total current liabilities	3,064.6	2,718.6
Long-term debt, net of current maturities	7,758.6	7,646.8
Accrued landfill and environmental costs, net of current portion	1,703.2	1,701.6
Deferred income taxes and other long-term tax liabilities, net	1,180.6	1,028.3
Insurance reserves, net of current portion	276.5	270.8
Other long-term liabilities	579.4	321.4
Commitments and contingencies	-	-
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 353.3 and 351.9 issued including shares held in treasury, respectively	3.5	3.5
Additional paid-in capital	4,994.8	4,924.9
Retained earnings	5,317.3	4,750.5
Treasury stock, at cost; 34.5 and 29.4 shares, respectively	(2,199.6)	(1,782.6)
Accumulated other comprehensive income, net of tax	2.2	30.8
Total Republic Services, Inc. stockholders' equity	8,118.2	7,927.1
Non-controlling interests in consolidated subsidiary	2.7	2.4
Total stockholders' equity	8,120.9	7,929.5
Total liabilities and stockholders' equity	<u>\$ 22,683.8</u>	<u>\$ 21,617.0</u>

Competition Sensitive

Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



"FY2021-04-027, Solid Waste Disposal
Landfill"

Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo

Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-0716904
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Competition Sensitive

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name Jason West

Signed [Signature]

Title General manager

Subscribed and sworn before me this 13 day of May, 20 21.

Signed [Signature] Print Name Bridget Shelby

Title Notary

My commission expires: 3/22, 20 25.



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

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

TITLE VI FORMS

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: Republic Services Date: 05/18/21

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.

Attachment: Republic Specs Landfill Part 2 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Republic Services Date Completed: 05/18/21

Address: 3840 Homewood Road

City: Memphis State: TN Zip: 38118

Phone: 901-362-4717 Fax: 480-270-8891

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? Yes If yes, where? Bulletin Boards
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? Yes
3. How is Title VI information disseminated to new/current employees? The new employee orientation discusses the Company's Non-Discrimination and Equal Opportunity Policy, Anti-Harassment Policy, and Reaffirmation Letter (English and Spanish). See attached.

Title VI -1



Mayor A. Keith McDonald, City of Bartlett's Mayor's Office

City of Bartlett

6400 Stage Road

Bartlett, TN 38134

2:00 P.M. (CST) Wednesday, May 19, 2021



REPUBLIC
SERVICES

SUBMITTED BY:

BFI Waste Systems of North America, LLC/NorthShelby Landfill
Gerry Burke, Manager, Municipal Services

ADDRESS:

7111 Old Millington Road
Millington, TN 38053

901-258-7327

Landfill Permit #: SNL - 79 - 0224

"FY2021-04-027, SOLID WASTE DISPOSAL LANDFILL"

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

1	Cover Letter
2	Bid Pricing Sheet Certificate of Secretary
3	Executive Summary Company Overview
4	State of Tennessee Certificate W-9
5	Addendums
6	Specifications Landfill Information Landfill Permit, Safety
7	TDEC Remaining Life Survey
8	References
9	Insurance Certificate
10	Financials
11	Public Acts
12	Title VI Forms
13	Legal Review/Exceptions to be discussed prior to Contract
14	
15	

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



We'll handle it from here.™

May 19, 2021

Mayor A. Keith McDonald
City of Bartlett, Mayor's Office
6400 Stage Road
Bartlett, TN 38134

Dear Mayor McDonald:

Please accept the enclosed information as BFI Waste Systems of North America, LLC, North Shelby Landfill's response to the Invitation for Sealed Bids, FY2021-04-027, Solid Waste Disposal Landfill.

BFI Waste Systems of North America, LLC considers it an honor to have been a partner with the City of Bartlett for over 3 decades. We are certain the enclosed information exceeds the expectations as outlined in the invitation for sealed bids. Please note, due to COVID-19 protocols, some documents will be copies, however, originals will be available up contract execution.

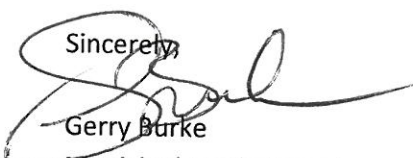
We are fortunate to own and operate 2 (two) Class 1, Subtitle D facilities in Shelby County. The life of the North Shelby Landfill, which is approximately 11.3 miles from the Bartlett Transfer Station, is 140 years. Also, we are proud to partner with the City of Bartlett in recycling, as the materials come to our Facility in Memphis.

As you are aware, we hoped we were set for another five years, and we discounted our rate to show our intent to be a good partner with the City. We feel our bid rate is fair, and will offset the travel time and down time, should the City consider going 38 miles to another facility outside the State of Tennessee.

On a personal note, it has been a great pleasure to work with Michael Adams, and feel like we've developed a friendship, albeit business. It was an honor to work with Bill Yearwood for all those years, and we appreciate the confidence both have placed in our ability to take care of the City's needs for disposal and recycling.

Please feel free to contact us at any time to discuss our proposal. We are excited about the opportunity to service the City of Bartlett in all its waste disposal and recycling needs and appreciate the confidence you have placed in the company for the past decades.

Sincerely,



Gerry Burke

Municipal Marketing Manager, BFI Waste Systems of North America, LLC

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

NOTICE TO BIDDERS

Sealed bids are to be received no later than **2:00 P.M. on Wednesday, May 19, 2021**. All bid packets, with an original, clearly identified, and two copies, must be marked **"FY2021-04-027 "SOLID WASTE DISPOSAL LANDFILL"** and addressed as follows:

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

The City reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities, technicalities, or minor irregularities in bids or bid process, and to make bid awards as deemed to be in the City's best interest. An award, if made, will be made to the successful Bidder deemed most responsive and responsible and whose bid is deemed to be most advantageous for the City of Bartlett. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-6400 or email dphebus@cityofbartlett.org

Please quote prices on attached bid pricing sheet and enclose all specification sheets.

The propose is to furnish the item(s) listed on attached form(s) at prices quoted and guarantee a safe landfill that complies with all State and Federal regulations for disposal of the City of Bartlett's household solid waste material.

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

BFI Waste Systems of North America, LLC
NAME OF FIRM North Shelby Landfill

Gburke@republicservices.com
EMAIL (please print legibly)

7111 Old Millington Road
Millington, TN 38053
ADDRESS

901-258-7327
PHONE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Jason West
PRINT NAME

05/11/21
DATE

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, including the bid with all compliant or exceptions, Public Acts 109 form, and current W-9)

"Solid Waste Disposal Landfill Bid"

Price per Ton \$ 25.21

Price to **exclude** any state surcharge fees

Total Bid in Words:

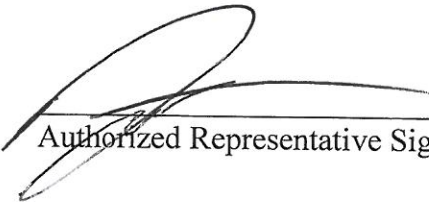
Twenty five dollars and twenty one cents

BFI Waste Systems of North America, LLC
 NAME OF FIRM North Shelby Landfill

Gburke@republicservices.com
 Email

Jason West
 Authorized Representative
 (Typed or Printed)

901-258-7327
 Phone


 Authorized Representative Signature

05/11/21
 Date

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
SOLID WASTE DISPOSAL AT CLASS I SANITARY LANDFILL
FOR THE CITY OF BARTLETT
IN THE STATE OF TENNESSEE**

The undersigned, Secretary of **BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JASON WEST** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 11th day of May, 2021.



Eileen B. Behuler, Secretary



"FY2021-04-027, Solid Waste Disposal Landfill"

Executive Summary

An overwhelming majority of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering Simple Solutions, Reliability and Environmental Responsibility.

Best Value

The Republic Services team is passionate about our role as responsible stewards of our nation's waste. We believe in a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

A Commitment to Excellence

We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and increase willingness to pay. In 2019, we continued to invest in and enhance our customer-facing technology, including our website and mobile app. We also unveiled our new

Republic Services is your low-risk, best value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – approximately 20% of the fleet operates on natural gas
- Safer – 39% fewer incidents than industry average
- Simple Solutions – manage your account with the Republic Services app
- Named to the CDP Climate "A List"
- Named to the Dow Jones Sustainability Indices – North America and World - for the fourth straight year
- For the fourth straight year - Named to the World's Most Ethical Companies List® by the Ethisphere® Institute for the fourth year in a row
- 3 fully-staffed, US-based, national Customer Resource Centers

"RISE" platform to transform our dispatch operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization

Figure 1. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
39% safer than industry average	Fewer incidents; safer community streets for children at play
Simple Solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized globally on Dow Jones Sustainability Index	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web- and smartphone-based apps for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

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"FY2021-04-027, Solid Waste Disposal Landfill"

tools. Over time, this platform will significantly increase connectivity with our customers – which will also further empower our employees, improve productivity and transform our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term.

We'll handle it from here™, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless.

There is an undeniable energy of excellence at Republic Services, and it is surging through everything we do. Excellence is the essence of our Growth through Differentiation strategy.

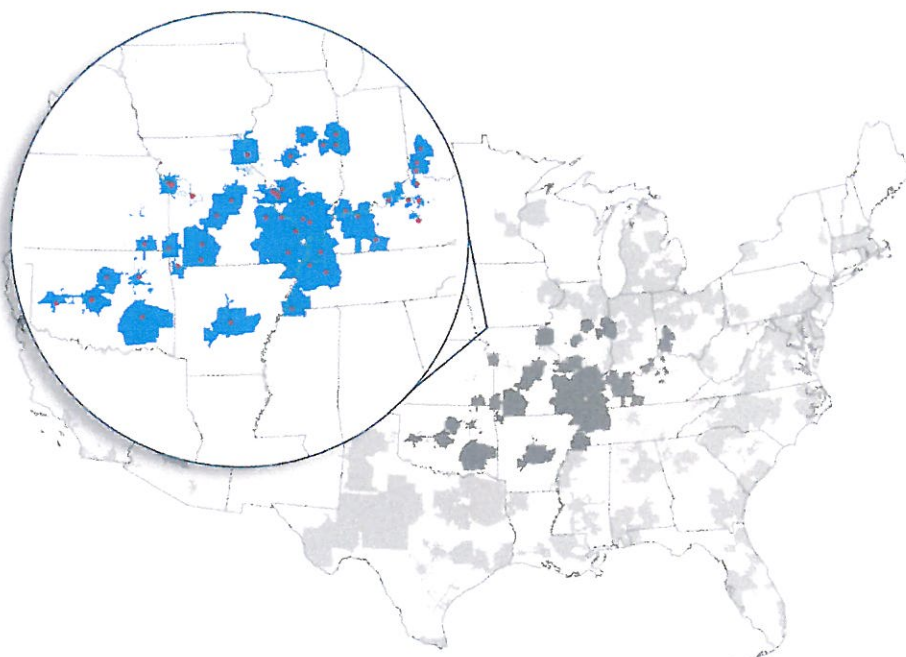
We believe that excellence means being better than competitors at everything we do, every day. We begin by actively listening to our customers. We seek out thousands of conversations each month, mining for insights into customer wants and needs. Those insights lead to innovation. Our innovation brings about simple solutions for our customers. We configure products and services to the individual customer at the right price.

Next, we make it an effortless and enjoyable experience. We enable customers to interact with us on their terms: online, in-person or by phone. Then, the best people deliver a superior product or service, fulfilling and exceeding our promise, every time.

This zeal for our customers has brought forth new and exciting changes. From operations to talent to technology, we are focused on not just meeting the needs of our 14 million customers but exceeding them.

Low cost providers in the industry sacrifice one or more of these elements, translating

*Figure 2. **Local accountability backed by national support.** Our Bartlett, TN operations are backed by our corporate-wide strength and experience, incorporating best practices from other local operations.*



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"FY2021-04-027, Solid Waste Disposal Landfill"

to risk to your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2,400 municipal contracts today.

Local Leadership with National Support

Our local team is vital to the successful delivery of this contract and its daily operations. This team's unique combination of collection experience, recycling expertise, and innovative management systems ensure

quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have substantial experience in the region.

Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to

Figure 3. **Five Elements of Sustainability.** These commitments are reflected in the way we do business and guided by the five elements of our sustainability platform.

Our Blue Planet: 2030 Goals



Safety

Nothing is more important than safety. The nature of our business model requires us to be uncompromising on safety. A sustainable planet is only possible if everyone works and lives together...safely.



People

We believe an engaged and diverse workforce is vital to our success. Our people make Republic a preferred place to work and help our communities be strong and vibrant.



Operations

With one of the largest fleets in the nation and an average of 5 million pickups per day, we know it's important for us to continuously leverage technology to reduce emissions while increasing efficiency.



Materials Management

Our experience, passion and high ethical standards drive us to do more, solve more, innovate more and turn waste into solutions that deliver a valuable product or service while also protecting our planet.



Communities

Investing in the communities where we live and work is important to us. We provide financial support, volunteer our time and provide in-kind donations to help our communities thrive.

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continue improving our operations and service to our customers.

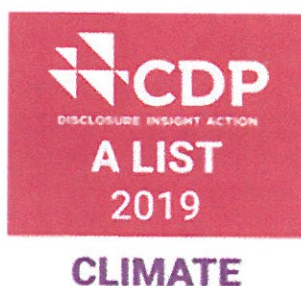
While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as the recent COVID pandemic, hurricanes, tornados, or other disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can

return to normal operations quickly. This is a considerable benefit and risk mitigation to Bartlett, TN that many other providers in the industry are unable to stand behind.

Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generates renewable energy, we are leading in every way possible. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our

Figure 4. **Recognition supports our approach.** Engaged employees and leadership make Republic Services an employer of choice.



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"FY2021-04-027, Solid Waste Disposal Landfill"

business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers to be more resourceful.

We must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities. We are privileged to serve more than 14 million customers across the country, creating effortless experiences that support your evolving needs and honor your unique commitments to improving your communities. Republic's multifaceted, enterprise-wide sustainability platform continues to revolve around five elements: Operations, Materials Management, Communities, Safety and People.

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, buildings, landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and

Figure 5. **An industry leading safety program** that has been 39% better than the industry average.



measure our impact on air, land and water to minimize or eliminate any negative consequences, where possible.

Materials Management

We recognize the responsibility and opportunity we have in managing the nation's waste stream to provide a source of recovered and renewable materials and energy to the economy. We are innovative and constantly exploring new options to capture value and energy from materials in the waste stream, while ensuring environmental responsibility and sustainability.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally-responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations and civic and business entities of Bartlett, TN. Republic Services has a track record of giving to and spending in Shelby County, TN – and is estimated to be nearly **\$300,000** annually.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low and trending lower occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services' average OSHA scores are 39% lower than the average OSHA scores for the waste industry according to Department of Labor, Bureau and Statistics Data. Employees, the public,

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"FY2021-04-027, Solid Waste Disposal Landfill"

and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

People

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day.

Republic Services is a local company staffed with a committed team of nearly 200 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes—including, proudly, Bartlett, TN.

Customer First

A few years ago, Republic Services made a major commitment to further differentiate

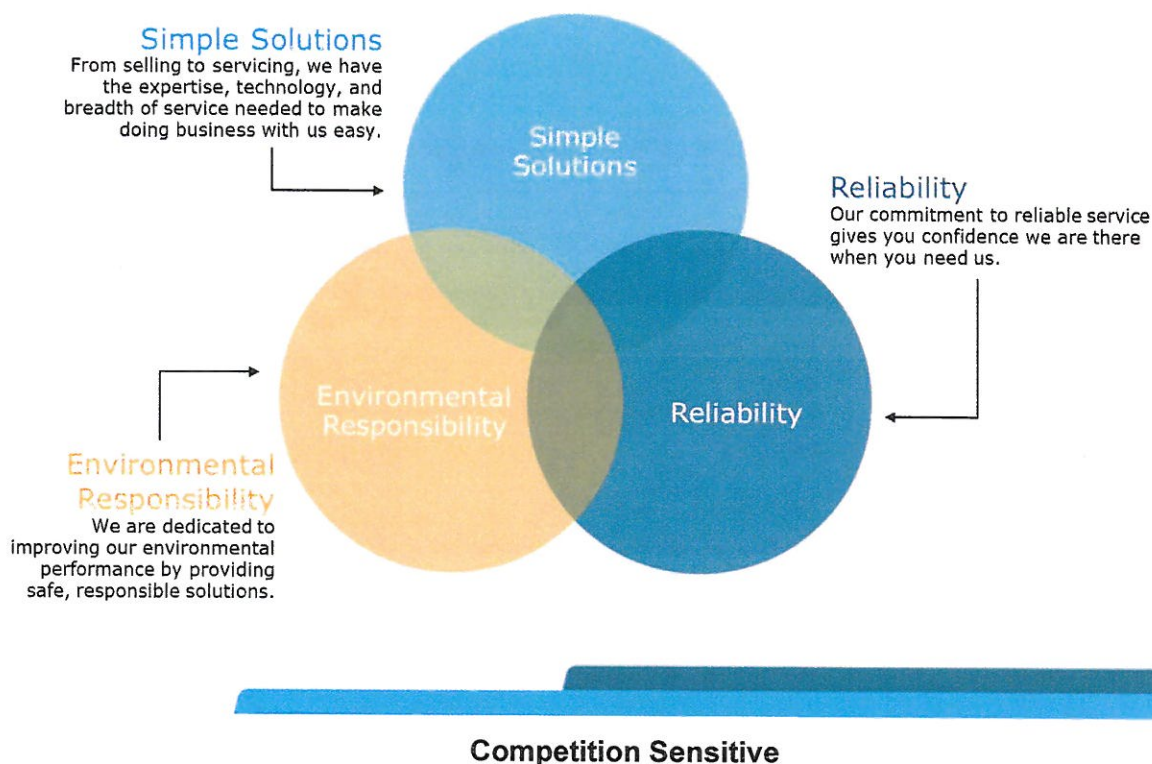
ourselves from competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers into three state-of-the-art, fully integrated Customer Resource Centers located in Phoenix, AZ, Indianapolis, IN, and Charlotte, NC. These facilities are strategically located across the country to ensure we can deliver call support when customers need it the most. Based on data from over 12 million touches with customers, we have found the optimal operating hours are Monday through Friday from 7:30am to 5pm for each time zone across the continental US.

Our Promise

We'll handle it from here™, our promise is backed by the details of this proposal submittal to you. In summary, we take pride in offering you a best-value partnership that consists of Simple Solutions, which are Reliable and Environmentally Responsible.

- **Simple Solutions** – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of unique waste streams that

Figure 6. Republic Services focuses on these characteristics enabling us to be your preferred recycling and waste partner.





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**"FY2021-04-027, Solid Waste Disposal
Landfill"**

include electronics, universal waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details, alerts, as well as delivery schedules and billing information.

- **Reliability** – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for first call resolution through our fully integrated customer resource centers. Additionally, our tenure drivers are the safest in the industry, which means your residents are better off with our team on your streets.
- **Environmental Responsibility** – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we drive to be a good neighbor in every municipality we partner with.

It is through these initiatives and recognitions that we reiterate our commitment to Bartlett, TN. On behalf of the 36,000 employees at Republic Services, we appreciate the opportunity to earn your business through this submittal and look forward to a long and continued partnership for years to come.

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Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



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"FY2021-04-027, Solid Waste Disposal Landfill"

Company Overview

Republic Services is one of the country's leading providers of municipal recycling and waste services, serving over 2,400 communities, with over 14 million customers in 41 states and Puerto Rico.

Local Presence

For 40+ years, Republic Services has partnered with municipalities, residents, and businesses in North MS, Eastern AR and West TN to provide solid waste disposal and collections, recycling, yard waste, and bulky item collection services.

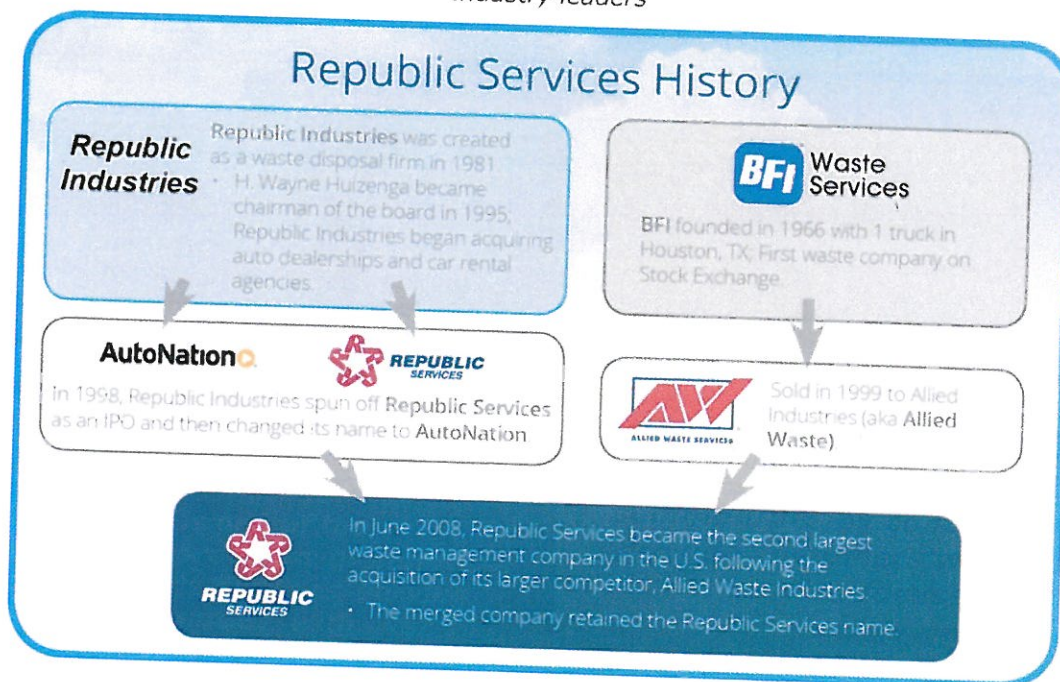
We place great importance on our human capital and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for professional growth.

Republic Services invests in our communities by continuing to provide customers with safe, customer service-focused solutions

- Municipalities that partner with Republic Services choose to renew or extend their contracts over 85% of the time
- Our 15,000 drivers execute 4.9M pickups/day
- Average tenure of Republic Services Municipal customer is over 12 years
- As a corporate partner, we sponsor and are present in the communities we serve

Our Company

Figure 7. **Company History.** Today's Republic Services is the product of three former industry leaders



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"FY2021-04-027, Solid Waste Disposal Landfill"

Republic Services is an industry leader in the non-hazardous solid waste industry with revenues more than \$10 billion and over 36,000 dedicated employees. Figure 8 shows our lineage, which includes three of the industries most recognized brands, who

combined in 2008. All our legacy brands operate today as a part of the Republic Services family.

Republic Services' collection companies, transfer stations, recycling centers and landfills focus on providing effortless

Figure 8. **Key Company Statistics.** Republic Services is an industry leader in the U.S. non-hazardous solid waste industry



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"FY2021-04-027, Solid Waste Disposal Landfill"

solutions for our more than 14 million commercial, industrial, and residential customers. Republic Services responsibly operates 340 collection operations, 212 transfer stations, 189 active solid waste landfills and 79 recycling centers across 41 states and Puerto Rico. We also have 75 landfill gas and renewable energy projects and are adding new facilities every year. In our Energy Services vertical, we have 7 treatment, recovery, and disposal facilities as well as 15 salt water disposal wells.

With over 16,000 vehicles, Republic Services deploys the 8th largest vocational fleet in the U.S. to collect approximately 100 million tons of waste and over eight million tons of recyclables.

Vision

Republic Services' vision is to be America's preferred recycling and waste services partner. We earn this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

Values

*Figure 9. **Environmental Responsibility.** We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business..*



We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these principles every time we see the five R's joined together to form the Republic Services' Star.

Strategy

Our strategy is profitable Growth through Differentiation. Simply put, we hire the best people that deliver the best products that best meet our customers' needs.

Our Promise

We'll handle it from here™, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, while also providing opportunities to increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our strategy of profitable growth through differentiation. Whether it's through our dedication to

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safety, robust learning and talent development programs or expanding our diversity and inclusion initiative, Mosaic, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

Leadership

Republic Services' operations are national in scope, but the physical collection and disposal of waste is very much a local business, and the dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through ten geographic operating areas, consisting of multiple divisions that each provides recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at Republic Services South Shelby Landfill. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team is only two levels removed from our corporate staff, which means the backing and support of a national company is accessible in a moment's notice.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Ownership beyond five percent

The following figure shows certain information as of May, 2020, with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

"FY2021-04-027, Solid Waste Disposal Landfill"

Figure 11. Ownership beyond five percent

Name of Owner	% Outstanding Shares
Cascade Investment, LLC	34.18%
BlackRock, Inc.	5.52%
The Vanguard Group, Inc.	6.15%

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets.

Associations

Republic Services is a member of the following associations and organizations, among others. Our employees are actively engaged in these organizations and, in many cases, serve on the board of directors and/or are elected officers.

- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)

Figure 10. Republic Services is a proud member of our industry association as well as many other trade associations.



National Waste & Recycling AssociationSM
Collect. Recycle. Innovate.

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Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

WOLTERS KLUWER

WOLTERS KLUWER

600 SOUTH 2ND STREET SUITE 104
SPRINGFIELD, IL 62704

April 12, 2021

Request Type: Certificate of Existence/Authorization

Request #: 0412311

Issuance Date: 04/12/2021

Copies Requested: 1

Document Receipt

Receipt #: 006285872

Payment-Credit Card - State Payment Center - CC #: 3804161008

Filing Fee: \$20.00

\$20.00

Regarding: BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

Filing Type: Limited Liability Company - Foreign

Formation/Qualification Date: 01/04/2008

Status: Active

Duration Term: Perpetual

Control #: 566803

Date Formed: 05/23/1991

Formation Locale: DELAWARE

Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

BFI WASTE SYSTEMS OF NORTH AMERICA, LLC

- * is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

Tre Hargett

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 045628328

Phone (615) 741-6488 * Fax (615) 741-7310 * Website: <http://tnbear.tn.gov/>

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Republic Services, Inc.

2 Business name/disregarded entity name, if different from above
BFI Waste Systems of North America, LLC (EIN: 41-1696636)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **D**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18500 N. Allied Way

6 City, state, and ZIP code
Phoenix, AZ 85054

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

6	5	-	0	7	1	6	9	0	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► _____

Date ► **2-18-21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

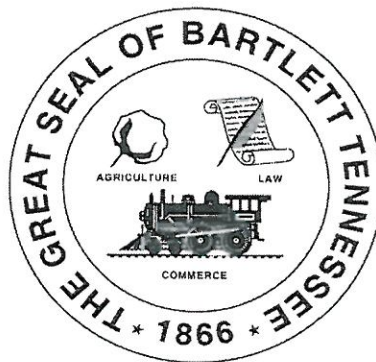
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SOLID WASTE DISPOSAL LANDFILL
FY2021-04-027
DUE: May 19, 2021

CITY OF BARTLETT

*6400 STAGE ROAD
BARTLETT, TENNESSEE 38134*

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



ADDENDUM #1
Issued May 11, 2021
REQUEST FOR SEALED BIDS
SB # FY2021-04-027

DUE: Wednesday, May 19, 2021, no later than 2:00 p.m. (CST)

SOLID WASTE DISPOSAL LANDFILL BID

The above described sealed bid has been modified to reflect the following

changes:

ANSWERS TO SPECIFIC QUESTIONS ADDRESSED REGARDING BID

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

SOLID WASTE DISPOSAL LANDFILL
 FY2021-04-027
 DUE: May 19, 2021

The City of Bartlett Public Works is seeking bids for household solid waste disposal as a Class I Sanitary Landfill as per the written specifications. This Addendum 1 addresses specific questions received to clarify language and intent of the bid. All other bid specifications remain as written.

QUESTIONS:

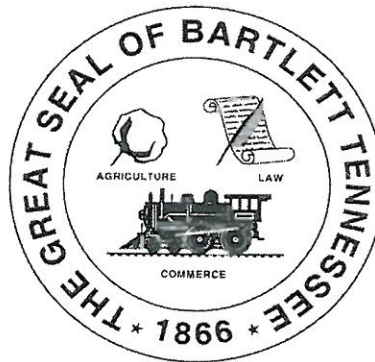
1. Will the bids be opened and read aloud on Wednesday, May 19th?
 Sealed bids will be opened and read aloud. Bidders should realize that the specific cost per ton of solid waste disposal may not be the deciding factor in awarding the bid. Other costs specific to the city in transporting the solid waste to the landfill will be considered as overall cost to the city.
2. It states that the contract can be awarded to more than one company. Is that the intent? We will be basing our pricing on the volume of 35,000 tons. Will the City award accordingly?
 The intent of the award is to award the bid to one contractor.
3. Also, if awarded to one vendor, will that award be for all City volumes for the entire 5 year period? Again, we are pricing based on 35,000 annual tons. Yes, all City volumes for the 5 years. 35,000 tons is an estimate based on last year's tonnage
4. For the extensions, can it be by "mutual agreement" as opposed to City option only?
 The extensions would be by mutual agreement.
5. On the pricing, page 14, pricing sheet, the rate per ton is to exclude any state surcharges. There is a State of Tennessee surcharge of \$1.25 per ton, which is subject to change at any time. Does this pricing mean the City will automatically add the \$1.25 to the bid rate? This is a pass through charge to the State on every ton disposed. We need to make sure we account for this revenue/cost. The City understands that in Tennessee there is a current \$1.25 per ton state surcharge that is added to every ton disposed, which is subject to change at any time. The winning contractor will automatically add this pass through fee to the price per ton for the landfills in Tennessee. It will be the contractor's responsibility to include this pass through fee on their monthly invoice and the City will pay this fee above the price per ton quoted.

SOLID WASTE DISPOSAL LANDFILL
FY2021-04-027
DUE: May 19, 2021

CITY OF BARTLETT

*6400 STAGE ROAD
BARTLETT, TENNESSEE 38134*

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



ADDENDUM #2
Issued May 11, 2021
REQUEST FOR SEALED BIDS
SB # FY2021-04-027

DUE: Wednesday, May 19, 2021, no later than 2:00 p.m. (CST)

SOLID WASTE DISPOSAL LANDFILL BID

The above described sealed bid has been modified to reflect the following

changes:

ANSWERS ADDITIONAL QUESTIONS ADDRESSED REGARDING BID

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

SOLID WASTE DISPOSAL LANDFILL
FY2021-04-027
DUE: May 19, 2021

The City of Bartlett Public Works is seeking bids for household solid waste disposal as a Class I Sanitary Landfill as per the written specifications. This Addendum 2 addresses specific questions received to clarify language and intent of the bid. All other bid specifications remain as written.

QUESTIONS:

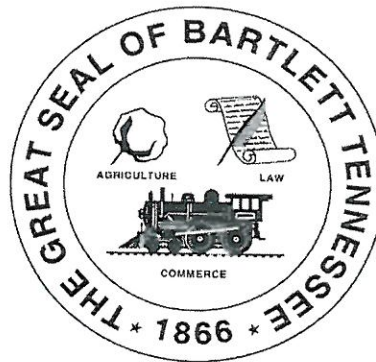
1. On the price increase, to simplify, can it read, 100% of the year over year change, using the month of April, CPI, Water, Sewer, Trash? This way, the rate change can be implemented in time for the anniversary date of July 1. The monthly CPI reports come out the following month around the 10th. This would ensure the letter for the price change could be in the City's hands in late May. Yes, this is acceptable and will actually be helpful to work out any questions or concerns before July 1.
2. Does the Contract Monitoring Form – Part 2, need to be turned in with the bid, or is that done after the award. It appears to read after the award, and on company letterhead. The Title VI Forms under Contract Monitoring and Contract Monitoring – Part 2 must be submitted with the bid proposals.

SOLID WASTE DISPOSAL LANDFILL
 FY2021-04-027
 DUE: May 19, 2021

CITY OF BARTLETT

*6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134*

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



ADDENDUM #3 *Issued May 13, 2021* **REQUEST FOR SEALED BIDS** **SB # FY2021-04-027**

DUE: Wednesday, May 19, 2021, no later than 2:00 p.m. (CST)

SOLID WASTE DISPOSAL LANDFILL BID

The above described sealed bid has been modified to reflect the following

changes:

ANSWERS ADDITIONAL QUESTIONS ADDRESSED REGARDING BID

SOLID WASTE DISPOSAL LANDFILL
 FY2021-04-027
 DUE: May 19, 2021

The City of Bartlett Public Works is seeking bids for household solid waste disposal as a Class I Sanitary Landfill as per the written specifications. This Addendum 3 addresses specific questions received to clarify language and intent of the bid. All other bid specifications remain as written.

QUESTIONS:

1. With reference to Section 8 on page 8 LANDFILL SITE LOCATION, what is the definition of a "transfer-tipping station site"? We assume that this is the same as a "transfer station" but please clarify. A "transfer-tipping station site" would be a site that can accommodate the off-loading of walking floor trailers, 30-yard knuckle booms, automated refuse trucks, rear loading refuse trucks and all types of refuse collection and hauling equipment.
2. Why is the 15 mile radius under Section 8 different from the 15 mile radius in Section 12 LANDFILL EQUIPMENT? Section 8 states that the radius is measured from the "City of Bartlett's Solid Waste Complex Transfer Station located at 5250 Shelter Run Lane" and Section 12 states that the radius is measured from the "City of Bartlett". Should these two origin points of reference for the radius be the same? The 15 mile radius is to be measured from the City of Bartlett's Transfer Station located at 5250 Shelter Run lane, Bartlett, TN 38135.
3. With reference to Section 12 LANDFILL EQUIPMENT on page 10:
 - a. What is the definition of a "tipping transfer site" and is it the same as a "transfer-tipping station site" with reference to Section 8? The same definition as question 1.
 - b. Section 12 provides that if the contractors landfill is located outside a 15 miles radius of the "City of Bartlett" then the Contractor shall provide a "tipping transfer site" (presumably located within 15 miles of the City). If contractor provides a "tipping transfer site" within 15 miles of Bartlett for Bartlett to off-load its walking floor trailers then why would contractor need "tipping platforms" at its landfill? Or Is the City of Bartlett requiring that the "tipping transfer site" also have "tipping platforms"? A "transfer-tipping station site" would be a site that can accommodate the off-loading of walking floor trailers, 30-yard knuckle booms, automated refuse trucks, rear loading refuse trucks and all types of refuse collection and hauling equipment.
4. Based on our radius measurements there only appears to be one contractor (i.e., Republic, City of Bartlett's existing landfill contractor) who currently has either a landfill or "transfer-tipping station site" within a 15 miles radius of the "City of Bartlett's Solid Waste Complex Transfer Station located at 5250 Shelter Run Lane". Permitting and/or constructing a landfill or transfer station within the required distance and/or constructing tipping platform at the landfill or "transfer-tipping station site" is cost prohibitive for any contractor other than Republic to competitively bid the contract. Accordingly, will the City of Bartlett consider alternative disposal arrangements outside the stringent 15 mile limitation if such arrangements result in cost savings to the City? All bids will be considered but every Bidder must state, in detail, where their bid fails to meet these specifications.

SOLID WASTE DISPOSAL LANDFILL

FY2021-04-027

DUE: May 19, 2021

5. Approximately how many loads per month does the City of Bartlett deliver to the landfill currently? The City of Bartlett generates approximately 35,000 tons of refuse each year. The number of loads would vary based on the volume of material each month and the type of equipment used to haul the refuse.
6. Does the City of Bartlett deliver any loads to the landfill in collection vehicles other than transfer trailers and if so what type are they? The City currently uses walking floor trailers, 30-yard knuckle booms, automated refuse trucks, and rear loading refuse trucks. The City cannot address what type of equipment may be used in the future.

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
DUE: May 19, 2021

6. QUALIFICATIONS

All contractors must be financially stable and experienced and the City of Bartlett will, among other things, consider such factors in determining to whom the contract shall be awarded.

7. SPECIFICATIONS

The City of Bartlett's residential customers generate approximately 35,000 tons annually of household solid waste material. The actual volume delivered to the landfill is an approximate amount that may increase or decrease based on the number of solid waste customers serviced and the waste stream profile of the City of Bartlett.

The City shall deliver to the sanitary landfill, during the term of the contract, all solid waste delivered to and removed from the City's transfer station located at 5250 Shelter Run Lane, Bartlett, Tennessee or by direct haul from solid waste routes to landfills within a 15 mile radius of the City of Bartlett or from other locations as the City may designate within its sole discretion.

The contractor shall warrant that it will preserve for the use of the City of Bartlett sufficient volume at the sanitary landfill during the term of the contract and for all extensions. Contractor will provide verification, upon request, that the sanitary landfill, at its current waste acceptance rate, has a remaining permitted disposal capacity of at least 10 years from the date of the submission of the bid. The remaining life of the landfill shall be verified by submitting the "TDEC 2021 (or current year) remaining life survey" (or applicable state survey) upon request.

Comply: X, 57M+ CY remaining _____ Exception: _____

Contractor shall identify the average unload time below. The average unload time shall begin when a City of Bartlett truck enters the landfill gate and end when the truck leaves the landfill site.

Average unloading time: 15 min _____

Contractor shall insure that all City of Bartlett vehicles delivering solid waste to the landfill shall unload within 30 minutes of entering the landfill gates.

Comply: x _____ Exception: _____

The Contractor shall provide tickets to the driver showing the tonnage of the truckload prior to the driver leaving the landfill.

Comply: x _____ Exception: _____

The Contractor shall invoice the City of Bartlett monthly. Invoice amounts shall match the tipping tickets provided to the drivers.

Comply: x _____ Exception: _____

The Contractor shall have complete control and direction over all of the operations and practices of the sanitary landfill subject to the continuous supervision of state and local agencies having jurisdiction over the landfill.

Comply: x _____ Exception: _____

Solid Waste Disposal Landfill
Sealed Bid: FY2021-04-027
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8. LANDFILL SITE LOCATION

The contractor shall include a site description identifying the address of the Sanitary Landfill disposal site and its distance in relationship to the City of Bartlett owned transfer station located at 5250 Shelter Run Ln. Bartlett, Tennessee.

Landfill Address:

The landfill is located at 7111 Old Millington Rd, Millington, Tennessee. Travel to the facility is predominantly on Hwy 385.

Travel Distance from Landfill to City of Bartlett Solid Waste Complex Transfer Station located at 5250 Shelter Run Lane, Bartlett, Tennessee: 11.3 Miles

If the distance from the City of Bartlett's Solid Waste Complex Transfer Station located at 5250 Shelter Run Lane, Bartlett, Tennessee to the contractor's landfill exceeds 15 miles, the contractor shall provide a contractor owned and operated transfer-tipping station site for the City of Bartlett to offload the City's household solid waste material. The contractor owned and operated transfer-tipping station site shall not exceed 15 miles from the City of Bartlett Solid Waste Complex Transfer Station.

Comply: N/A Exception: Have Landfill 11.3 miles away with 140 years life

If the contractor provides the above referenced transfer-tipping station, what is the distance from the transfer-tipping station site to City of Bartlett's Solid Waste Complex Transfer Station at 5250 Shelter Run Lane, Bartlett, Tennessee: _____ Miles

9. LANDFILL PERSONNEL

Contractor will submit a contact list of all key personnel that will assist in providing Landfill Disposal Services to the City of Bartlett. Employee's name, position title, and contact number should be included. (Example: Contract Manager, Project Manager, Landfill Manager, Site Supervisor, etc.) Add additional sheets if necessary.

NAME: Gerry Burke TITLE: Contract Manager

CONTACT NUMBER: (901) 258 - 7327

NAME: Heath Lockley, P.E. TITLE: Division Manager

CONTACT NUMBER: (870) 946 - 5583

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

NAME: Marcus Tolbert TITLE: Operations Supervisor

CONTACT NUMBER: (901) 607 - 4294

NAME: _____ TITLE: _____

CONTACT NUMBER: () -

NAME: _____ TITLE: _____

CONTACT NUMBER: () -

10. LANDFILL HOURS OF OPERATION

The Contractor shall agree to give the City of Bartlett access to the sanitary landfill or contractor owned and operated transfer-tipping station daily, Monday thru Friday, from 6:00 A.M. until 5:00 P.M. and on Saturday from 6:00 A.M. to 5:00 P.M. when needed. Contractor shall agree, upon request of the City of Bartlett, to remain open longer in times of need.

Comply: x Exception: _____

The Contractor shall agree to give the City of Bartlett access to the sanitary landfill or contractor owned and operated transfer-tipping station during regular daily work hours on the following holidays: Day after Thanksgiving Day, Christmas Eve, Day after Christmas Day, New Year's Eve, Good Friday, and Veteran's Day. City of Bartlett Solid Waste Division typically works these days.

Comply: x Exception: _____

In the event of a collection schedule change during the term of the contract the contractor shall agree to give the City of Bartlett access to the sanitary landfill or contractor owned and operated transfer-tipping station during regular daily work hours, provided that the City submits a written request to the contractor (5) five days prior to the collection change.

Comply: x Exception: _____

11. STATE AND FEDERAL REGULATION COMPLIANCE

The contractor shall provide certified documentation upon request that the sanitary landfill is in compliance with all applicable State and Federal laws and regulations for the disposal of solid waste of the nature of the City of Bartlett's solid waste.

Comply: x Exception: _____

The contractor warrants that the sanitary landfill will maintain compliance with all applicable State and Federal laws and regulations for the disposal of City of Bartlett's Solid Waste during the entire term of the contract and during any renewal period(s) of the contract.

Comply: x Exception: _____

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

Materials must be disposed of in a Class I Sanitary Landfill as defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), or applicable state regulations as a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tires, dead animals, and special waste.

Comply: ☒ Exception: _____

The contractor represents and warrants that all existing, prior and future uses at the sanitary landfill comply with and are not in knowingly in violation of, and have not knowingly violated and will not knowingly violate, in connection with ownership, use, maintenance or operation of the sanitary landfill and the conduct of the business related thereto and therein, all applicable federal, state, county, or local statutes, laws, regulations, rules, ordinance, code, rule, regulation, government directive, order or decree, regulating, relating to or imposing liability standards of conduct concerning or affecting, either directly or indirectly, the generation, handling, treatment, storage, transportation, or disposal of any waste, including but not limited to any petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas, or hazardous, toxic, or regulated substance, product, material, waste, pollutant or contaminant, as may now or at any time hereafter be in effect.

Comply: ☒ Exception: _____

The contractor further represents that the sanitary landfill has at no time been used, nor will it be used for disposal or treatment of Hazardous Waste or hazardous substances as those terms are defined in any federal statute regulating the disposal or cleanup of such wastes or any similar law of the State the landfill resides in.

Comply: ☒ Exception: _____

12. LANDFILL EQUIPMENT

For landfills outside of a 15 mile radius of the City of Bartlett, the landfill contractor shall provide a tipping transfer site with transfer trailers for the City of Bartlett to tip (off-load) its solid waste. For landfills where a tipping transfer site is required the contractor shall maintain in good working order a minimum of two (2) tipping platforms that the City of Bartlett may use to tip (off-load) its solid waste transfer trailers/trucks. Two (2) tipping platforms are necessary to ensure the City of Bartlett will always have uninterrupted tipping (off-loading) of its solid waste. This is necessary to ensure the City of Bartlett maintains its daily collection and disposal of its solid waste without interruption as a result of contractor equipment failure. The contractor shall be responsible for owning, maintaining, and operating the tipping transfer site and keeping the tipping platforms clear at all times to ensure uninterrupted tipping (off-loading) of City of Bartlett vehicles. Use of the tipping platforms will be at no cost to the City of Bartlett. In the event that the tipping platforms are not operational and available for use by the City of Bartlett, the contractor shall notify the City of Bartlett within one (1) hour of the initial equipment failure and will have an (8) hour period to

Solid Waste Disposal Landfill
 Sealed Bid: FY2021-04-027
 DUE: May 19, 2021

make any necessary repairs from the initial equipment failure to put the tipping platforms into service.

Comply: ☒ x _____ Exception: _____

The contractor shall give a minimum of fourteen (14) days written notice to the City of Bartlett prior to performing any scheduled maintenance that would render the tipping platforms non-operational. Any scheduled maintenance shall be performed and completed during the weekend while the City of Bartlett Solid Waste division is not in operation.

Comply: ☒ x _____ Exception: _____

If for any reason the transfer tipping site(s) and platform(s) is not available for use by the City of Bartlett during any one period greater than eight (8) hours, the City may assess liquidated damages for each trailer that requires unloading after the expiration of the eight (8) hour period (see **Item 13 Liquidated Damages**).

Comply: ☒ x _____ Exception: _____

The contractor shall maintain in good working order scales at the sanitary landfill to be used in weighing the City of Bartlett's solid waste. The City may, on a reasonable basis, make inspections of the sanitary landfill and the contractor's scales during normal hours of operation. Inspection shall be made only by authorized employees or authorized agents of the City. Such inspections shall not interfere with the orderly operation of the sanitary landfill.

Comply: ☒ x _____ Exception: _____

Landfill dump pad will be constructed and/or maintained to accommodate tractor-trailer and/or garbage trucks with a minimum of 8" clearance.

Comply: ☒ x _____ Exception: _____

13. LIQUIDATED DAMAGES

For landfills where a contractor owned and operated tipping transfer site and tipping platform is required, if the City of Bartlett vehicles delivering City's solid waste to the sanitary landfill are not able to unload utilizing the contractor's transfer site tipping platform and access to the tipping platform is not available within a eight (8) hour period resulting in additional cost and difficulty in transportation and disposal of materials by the City, the contractor shall agree to pay a sum in the amount of \$400 per trailer in liquidated damages for every trailer unable to unload utilizing the tipping transfer site platform after the eight (8) hour period is expired. The liquidated damage amount may, at discretion of the City, be deducted from sum due to the contractor. The City of Bartlett shall retain the option to dispose of loaded trailers at the location of its choice if the contractor is unable to unload within an agreeable period of time.

Comply: _____ N/A _____ Exception: _____ Own Landfill 11.3 miles away with 140 years life. _____

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



REPUBLIC
SERVICES



"FY2021-04-027, Solid Waste Disposal Landfill"

Post Collections – Transfer Stations and Landfills

Responsible waste disposal requires science, engineering and technology to manage an evolving waste stream in a manner that is protective of the air, land and water upon which our communities depend.

Post-Collection Process

After waste is collected the material will be delivered to one of two places - a transfer station for further consolidation and further transportation to a landfill or it will be directly hauled to a landfill for final disposal.

Landfill

Republic Services owns or operates 189 active landfills. As of December 31, 2018, we have approximately 37,800 permitted acres and total available permitted and probable expansion disposal capacity of approximately 5 billion in-place cubic yards.

The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations, and our ability to successfully renew operating permits and obtain expansion permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and the likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain landfills.

Republic Services is committed to harnessing landfill gas, the natural byproduct of decomposing waste, and converting it to energy. The use of landfill gas provides our economy with benefits, including reducing air pollution through the capture and use of methane. As of December 31, 2018, we operated 75 landfill gas and renewable energy projects. We also have responsibility for 129 closed landfills, for which we have associated closure and post-closure obligations.

Local North Shelby Landfill Profile

Republic Services owns and operates the North Shelby located at 7111 Old Millington.

Facility Hours: 6:00AM-5:00PM M-F

7:00AM-12:00PM Sat

We can stay open later for emergencies or unforeseen needs of our customers.

Service Area: W TN/N MS/E AR

Capacity: 140 years Life Remaining

Accepted Materials:

- Yard Waste, Liquid Waste/Solidification
- Solid Waste

Hazardous waste is **not** accepted at this landfill station. This location's permit number is SNL-79-0224

Design

We are a permitted Subtitle D lined facility with 24 inches of 1 x 10-7 cm/s compacted clay and a 60 mil HDPE composite liner.

Competition Sensitive



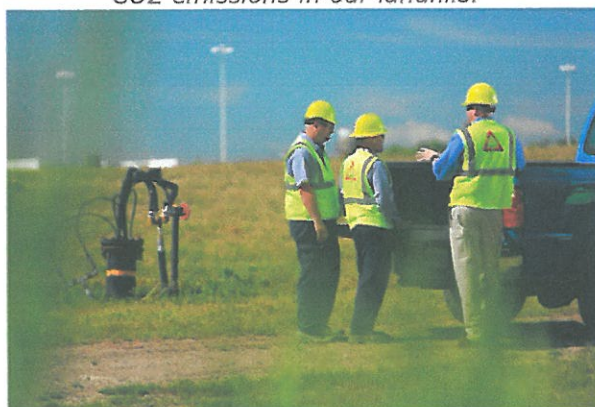
REPUBLIC
SERVICES



Leachate is managed by a dual-lined leachate collection system with side-slope riser pumps and leachate storage tanks. The designed airspace was approximately 75 million cubic yards at 1,500 tons per day. Current remaining airspace as of January 2021 is approximately 56 million cubic yards. This gives a life-expectancy of 150+ years at the current daily tonnages.

Facility Operations

Figure 13. Each year, Republic Services avoids double-digit millions of metric tons of CO2 emissions in our landfills.



Operating plans and records are maintained on site. Operations are conducted in accordance with local, state and federal regulations, as well as the facility's permit requirements. Two inbound and one outbound scale are utilized.

Site does NOT have a tipper available for tipping trailers.

A gas to energy plant is on site and is operated by Aria Energy. Waste is covered daily with a minimum of 6" of soil or permitted Alternate Daily Cover (ADC).

Methane gas is monitored quarterly. An active gas collection system is operational and maintained. Berms, pipes, drainage ditches and sediment ponds are used to prevent runoff and run-on storm water. Monitoring is conducted in accordance with the NPDES storm water permit and the Storm Water Pollution Prevention Plan.

"FY2021-04-027, Solid Waste Disposal Landfill"

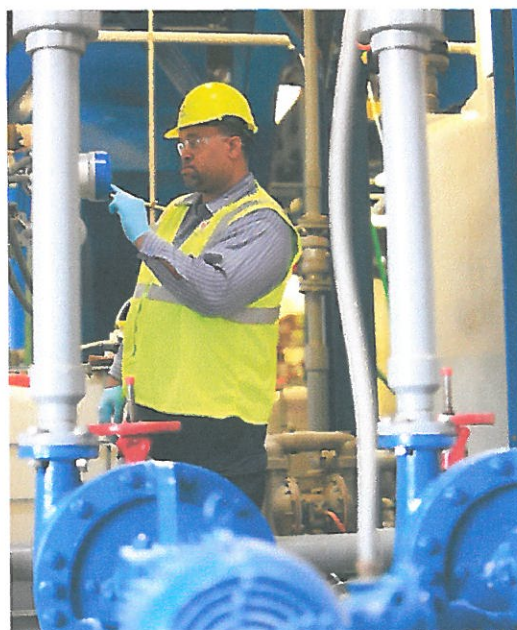
Independent consultants collect samples and perform analyses at off-site laboratories.

Closure is performed as a normal operating procedure throughout the life of the facility. Post-closure will be performed by Republic Services, for a minimum of 30 years after final closure.

Regulatory Compliance

We have an excellent record of compliance with Federal, State, and local regulatory requirements. In fact, our Environmental Managers (EMs) are dedicated to this specific task. Our EMs have significant experience in the environmental and solid waste industry and have dealt with all aspects of Federal, State, and local regulations. Additionally, the EMs use a Compliance Tracking and Reporting System (CTRS), which is an intranet-based software system that assists them with tracking specific compliance tasks. The CTRS provides notification of specific permit conditions so that the conditions are satisfied and documented in an appropriate timeframe.

Figure 12. Republic Services operates 75 landfill gas-to-energy projects, creating enough energy to power over 250,000 homes.



Competition Sensitive



**"FY2021-04-027, Solid Waste Disposal
Landfill"**

We obtain permits for our facilities and continuously renew these permits before they expire. Our EMs are well-versed with the permitting process for all types of solid waste facilities and have excellent relationships with the staff of the State's environmental agencies. Through these relationships, our permit applications are readily reviewed and approved without comment.

****Landfill Permit follows.**

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Competition Sensitive

State of Tennessee
Department of Environment
and Conservation
Division of Solid Waste Management

Solid Waste Management Program
401 Church Street
5th Floor L & C Tower
Nashville, Tennessee 37243-1535
615-532-0780

**REGISTRATION AUTHORIZING SOLID WASTE
DISPOSAL ACTIVITIES IN
TENNESSEE**

Registration Number: SNL 79-0224

Date Issued: March 4, 2008

Issued to: **BFI Waste Systems of North America, LLC**

Activities Authorized: Construction, operation, closure, and post-closure care of a Class I disposal facility located in Shelby County, at 7111 Old Millington Road, Millington, Tennessee, for the disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.



Mike Apple, Director
Division of Solid Waste Management

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Registration Number: SNL 79-0224Date Issued: March 4, 2008**PERMIT TERMS AND CONDITIONS**

1. Re-certification by Permittee for Facilities Whose Initial Operation is Delayed - If the facility does not initiate construction and/or operation within one year of the date of this permit, the permittee must re-certify the application in accordance with Rule 1200-1-7-.02(2)(d).
2. Duty to Comply - The permittee must comply with all conditions of this permit, unless otherwise authorized by the Department. Any permit noncompliance, except as otherwise authorized by the Department, constitutes a violation of the Act and is grounds for enforcement action, or for permit termination, revocation and re-issuance, or modification.
3. Need to Halt or Reduce Activity Not a Defense - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
4. Duty to Mitigate - In the event of noncompliance with the permit, the permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent adverse impacts on human health or the environment.
5. Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.
6. Permit Actions - This permit may be modified, revoked and re-issued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and re-issuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any existing permit condition.
7. Property Rights - This permit does not convey any property rights of any sort, or any exclusive privilege.
8. Duty to Provide Information - The permittee shall furnish to the Commissioner, within a reasonable time, any relevant information which the Commissioner may request to determine whether cause exists for modifying, revoking and re-issuing, or terminating this permit, or to determine compliance with this permit. The permittee must also furnish to the Commissioner, upon request, copies required to be kept by this permit. All records, including a copy of this permit and the approved Part I and Part II application, must be maintained at the facility or other locations as approved by the Commissioner.

Registration Number: SNL 79-0224
 Date Issued: March 4, 2008

9. Inspection and Entry - The permittee shall allow the Commissioner, or an authorized representative, to:
- (i) Enter at any reasonable time the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
 - (ii) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (iii) Inspect at any reasonable time any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit (Note: If requested by the permittee at the time of sampling, the Commissioner shall split with the permittee any samples taken.);
 - (iv) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Act any substances or parameters at any location; and
 - (v) Make photographs for the purpose of documenting items of compliance or noncompliance at waste management units, or where appropriate to protect legitimate proprietary interests, require the permittee to make such photos for the Commissioner.
10. Monitoring and Records
- (i) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
 - (ii) The permittee shall retain records of all required monitoring information. The permittee shall maintain records for all groundwater monitoring wells and associated groundwater surface elevations, for the active life of the facility, and for the post-closure care period as well. This period may be extended by request of the Commissioner at any time.
 - (iii) Records of monitoring information shall include:
 - (I) The date, exact place, and time of sampling or measurements;
 - (II) The individual(s) who performed the sampling or measurements;
 - (III) The date(s) analyses were performed;
 - (IV) The individual(s) who performed the analyses;
 - (V) The analytical techniques or methods used (including equipment used); and
 - (VI) The results of such analyses.

Registration Number: SNL 79-0224
 Date Issued: March 4, 2008

11. Reporting Requirements

- (i) The permittee shall give notice to the Commissioner as soon as possible of any planned physical alterations or additions to the permitted facility.
- (ii) Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- (iii) The permittee shall report orally within 24 hours from the time the permittee becomes aware of the circumstances of any release, discharge, fire, or explosion from the permitted solid waste facility which could threaten the environment or human health outside the facility. Such report shall be made to the Tennessee Emergency Management Agency, using the 24-hour toll-free number 1-800-262-3300.
- (iv) Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Commissioner, it shall promptly submit such facts or information.

12. Periodic Survey

- (i) Within 60 days of his receipt of the written request of the Commissioner to do so, the permittee shall cause to be conducted a survey of active and/or closed portions of his facility in order to determine if operations (e.g., cut and fill boundaries, grades) are being conducted in accordance with the approved design and operational plans. The permittee must report the results of such survey to the Commissioner within 90 days of his receipt of the Commissioner's request.
- (ii) The Commissioner may request such a survey:
 - (I) If he has reason to believe that operations are being conducted in a manner that significantly deviates from the approved plans; and/or
 - (II) As a periodic verification (but no more than annually) that operations are being conducted in accordance with the approved plans.
- (iii) Any survey performed pursuant to this part must be performed by a qualified land surveyor duly authorized under Tennessee law to conduct such activities.

13. Duration of Permits - This permit shall be effective for the operating life of the facility.

14. Effect of Permit - The issuance of this permit does not authorize the permittee to injure persons or property or to invade other private rights, or to violate any local law or regulations.

15. Transfer, Modification, Revocation and Re-issuance, and Termination of Permits - This permit may be transferred, modified, revoked or reissued, or terminated as set forth in 1200-1-7-.02(5).

Registration Number: SNL 79-0224
Date Issued: March 4, 2008

16. Applicable Standards - All applicable facility standards of Rule Chapter 1200-1-7, Solid Waste Processing and Disposal Amendments shall be considered conditions of this registration.
17. Penalties - Any violation of the conditions or other terms of this registration may subject the registrant to the penalties set forth in Tennessee Code Annotated Section 68-211-114 and 68-211-117.
18. Hazardous Waste Restriction - No hazardous waste, as regulated by the Tennessee Hazardous Waste Management Act (TCA Section 68-212-101, et seq.), and the Rules adopted pursuant to that Act, shall be accepted at this facility.
19. Construction and Operation - The permittee shall construct and operate the facility in accordance with the approved engineering plans and operations manual which becomes a condition of this permit as Attachment I.
20. Financial Assurance - Prior to beginning operation, the permittee must file a Financial Assurance Instrument in accordance with Rule 1200-1-7-.03.
21. Special Waste - Except as specifically provided for in the Facility-Specific Conditions of this permit, the permittee may not accept for disposal any special waste unless approved to do so in writing by this Department.
22. Automobile Batteries - This facility is specifically prohibited from accepting automobile batteries for disposal.

Registration Number: SNL 79-0224
Date Issued: March 4, 2008

VARIANCES AND WAIVERS

The following variances or waivers from standards or requirements in Rule 1200-1-7, Solid Waste Processing and Disposal Amendments, are hereby granted in accordance with Rule 1200-1-7-.01(5):

None.

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)

Registration Number: SNL 79-0224
Date Issued: March 4, 2008

FACILITY-SPECIFIC PERMIT CONDITIONS

The following conditions of this permit are established pursuant to Rule 1200-1-7-.02(4)(b):

1. The Division of Solid Waste Management will be notified in writing before any leachate recirculation method is implemented or a change in the method of leachate recirculation is made. If more than one method of leachate recirculation is implemented at one time, the locations of each method will be delineated.

Attachment: Republic Specs Landfill Part 1 6-9-21 (2978 : Solid Waste Disposal Landfill Contract)



Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live. ®

Safety Overview

Republic Services has an industry leading safety program that has been 40% better than the industry average for the past nine years, based on OSHA data. In addition, we have been recipients of 75% of industry Driver of the Year awards for the large truck category since 2009.

Republic Services maintains strict compliance with all applicable OSHA and Federal, State, and Local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their career.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as, on-road auditing and policy reinforcement.

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety and we are very proud of our safety track record.

Think. Choose. Live. ®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 15,000 drivers.

"FY2021-04-027, Solid Waste Disposal Landfill"

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

- 39% safer than the industry average, while maintaining the 7th largest vocational fleet in the United States
- Think. Choose. Live. ® embodies our company culture
- Winners of 75% of industry Driver of the Year awards since 2009

Our Think. Choose. Live. ® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing safety incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together towards excellence

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Figure 14. Republic Services ReSOP. Program decreased safety incidents since implementation



Competition Sensitive

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for walking trails overlay 2021.

On May 22, 2021, an ad was placed in *The Daily News*. On June 4, 2021, the City of Bartlett received one bid, which was opened at City Hall.

The bid was received from the following company:

Gibson Paving

We recommend the bid be awarded to Gibson Paving for a total price of \$96,952.46.

Funds are available in Accounts 311.48311.51421 and 11044300.922.

Thank you for your consideration.

BID RESPONSE SHEET

FY2021-05-029 Walking Trails Overlay 2021

DUE 06/04/2021 AT 2:00 P.M.

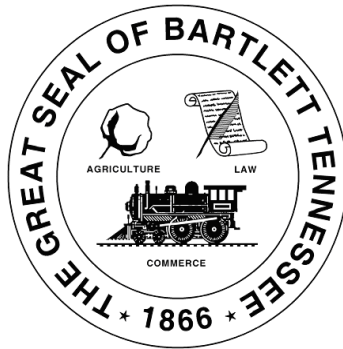
COMPANY/BIDDER	BID AMOUNT	SUBS (if any)	PUBLIC ACTS	BID BOND	ACKNOWLEDG ADDENDUMS 1
			if yes check	if yes check	if yes check
Gibson Paving	\$ 96,952.46		✓	✓	✓
Wagner General Contractors, Inc.	No Bid submitted				
*Apparent low bid, pending review					

Attachment: Bid Response Sheet Form Walking Trails Overlay 6.04.2021 (2975 : Walking Trails Overlay

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

FY2021-05-029

DUE: Friday, June 4, 2021 no later than 2:00 p.m. (CST)

WALKING TRAILS OVERLAY 2021 PARKS AND RECREATION

The City of Bartlett is seeking bids to complete Asphalt Paving, and repair of small areas as needed, at various walking paths and a parking lot in specified parks in accordance to the following bid specifications.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **June 4, 2021**. All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2021-05-029 WALKING TRAILS OVERLAY 2021**” and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Construction Plans, Bid Book and any related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett website, please fill out the **Bid Document Received Form**, and **email** it to Debbie Christopher at dchristopher@cityofbartlett.org. This document must be received by noon CST on June 2, 2021 in order to receive any addenda notices or updated information. Failure to submit this form may disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Specifications must be **emailed** to John Horne, P.E. at jhorne@cityofbartlett.org. Deadline for these questions is no later than noon CST on May 28, 2021. For general bid information, please contact Debbie Christopher at (901) 385-5590 or by email at dchristopher@cityofbartlett.org.

Please quote prices on the attached Bid Pricing Sheet, BPS-1 through BPS-3

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

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of asphalt paving of various walking paths, crack sealing of existing paths prior to paving, and repair of small areas as needed. In advance of contractor mobilization City of Bartlett (City) Parks Maintenance crews will cut back tree roots and patch any failures or “alligatoring” in the walking paths, as required. The areas included in this bid are Dixon Brewer Park, Freeman Smith Park, and Fletcher Creek Walking Trail.

These (3) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area first. Once that area is completed, accepted, and final quantities tabulated; then the City will issue NTP for the second area if funding is available. Each of the following phases may proceed in the same fashion only if funding is available.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There 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.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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

Principals: Names

Home Addresses, including City, State and Zip Code

Firm:

Name

Address, including City, State and Zip Code

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

License:

Name of Project – FY2021-05-029 Walking Trails Overlay 2021

Date of Bid Opening: June 4, 2021 at 2:00 pm

Name of Contractor/Company

Tennessee License Number and Classification, if Bid Exceeds \$25,000.00

Licenses Expiration Date

Acknowledgement of Each Applicable Addendum

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

5. **BID GUARANTY**

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

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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 4, 2021** will be securely kept sealed. The Parks Director, whose duty it is to open them, will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

WALKING TRAILS OVERLAY 2021
 Parks and Recreation
 Sealed Bid #: FY2021-05-029
 Due Date: June 4, 2021

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.
- c. These (3) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area fist. Once that area is completed, accepted, and final quantities tabulated; then the City will issue NTP for the second area. Each of the following phases may proceed in the same fashion only if funding is available.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

GENERAL CONDITIONS:

A. INSURANCE

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

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

B. SAFETY, PROTECTION, AND EMERGENCIES

- B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:
- a) The public and to vehicular and pedestrian traffic
 - b) All employees on the Work and other persons who may be affected thereby
 - c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
 - d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.
- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

- 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. These can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

- D.1 Submittals for the new construction shall be received within thirty (30) days after Notice to Proceed is issued, and all work is to be completed within sixty (60) days of Notice to Proceed.

E. PERFORMANCE BOND

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

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

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

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

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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.

F. INSPECTION AND TESTING OF MATERIALS

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

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- G.1 It is hereby understood and mutually agreed, by and between the Contractor and the 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".
- G.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$300.00 per day**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- G.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.

G.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the 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;

G.5 Furthermore:

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

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

H. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.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.

I. PAYMENTS TO CONTRACTOR

- I.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 five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.
- I.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

- I.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.
- I.4 City's Right to Withhold Certain Amounts and Make Application Thereof – The Contractor agrees that he will indemnify and hold the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the 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.

J. PAYMENTS BY CONTRACTOR

- J.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.

K. SUBCONTRACTING

- K.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.
- K.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.

- K.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.
- K.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.
- K.5 Contained in this contract is nothing that shall create any contractual relation between any subcontractor and the City.

L. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

M. UTILITIES

- M.1 Utilities shown were located in the field, 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.

N. DRUG PROGRAM

- N.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:

N.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.

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

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

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

O. FIELD PLANS AND SPECIFICATIONS

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

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name_____

Signed_____

Title_____

Subscribed and sworn before me this_____day of_____, 20_____.

Signed_____ Print Name_____

Title_____

My commission expires:_____, 20_____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

Signatures on next page

DCF-2

WALKING TRAILS OVERLAY 2021
Parks and Recreation
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Suspension and Debarment Certification

(signature page)

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She 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 of 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 **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

_____(Title)_____

My commission expires _____ 20_____.

NCA-1

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

WALKING TRAILS OVERLAY 2021
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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

WALKING TRAILS OVERLAY 2021
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4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

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

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

7. Provide complaint procedures and attach complaint log form.

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

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

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

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

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be downloaded for free from the City of Bartlett's website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
2. The Contractor shall be responsible for obtaining all necessary Permits required for this project from the City of Bartlett Code Enforcement, located at 6382 Stage Road. The permits will be issued at NO cost but **must be obtained prior** to beginning any construction activity.
3. This project will involve work on park property with park activities scheduled. Contractor shall coordinate work schedule with Jimbo Draffin, (901) 734-8140, to ensure no conflicts occur.
4. Contractor shall be responsible daily for keeping a clean work area, promptly clean up any debris created from the demolition and keep the work site clear of any obstruction, especially along sidewalks and curbs. All debris shall be removed from the site daily.
5. The City of Bartlett Parks Department shall be responsible for traffic control signage.
6. Contractor will crack seal all cracks prior to overlay as outlined by the inspector with crack seal material manufactured by Crafco ROADSaver 221-PN 34221 meeting ASTM 6690 Type 2 (D3405) or AASHTO 324 or prior approved equal. All cracks ¼ inch to 1 ½ inch in size will be cleaned with air or pressure washed to remove dirt and vegetation and allowed to dry and then filled with the crack sealant. If cracks are larger than 1 ½ inch in size then the cracks will be cleaned and filled with asphalt sand mix to fill the large voids prior to overlay. Payment will be made on a Linear Foot basis.
7. Contractor will install a 2 inch un-compacted surface of 411 E mix compacted to 1.5 inches plus or minus to all trails to a width outlined in each area description listed below. Payment will be made on a Linear foot basis as outlined by the width in the area descriptions.
8. Contractor will install a 1.5 inch un-compacted surface of 411 D mix compacted to 1 to 1.25 inches plus or minus to parking lot and entry drive outlined in description listed below. Striping of parking stalls shall be considered incidental and included in this item. Payment will be made on a Square foot basis.
9. Contractor will install one 17' x 19' Concrete ADA parking space at Freeman- Smith Park as outlined in description below. Payment will be made on a Lump Sum basis.
10. The final retainage will not be released until a final approval has been sign off by the Department Director, all lien releases have been submitted and approved along with the final documents submitted and approved.

WALKING TRAILS OVERLAY 2021
 Parks and Recreation
 Sealed Bid #: FY2021-05-029
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11. The locations of the walking paths and the parking lot to be paved are shown on Plan Sheets C1 through C3. These sheets show the widths, lengths, and approximate quantity of Crack Seal needed.
12. The City of Bartlett may choose to award any or all areas in any combination to the contractor subject to the available funding limitations. This award decision will be made once bids are received.
13. These (3) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area first. Once that area is completed, accepted, and final quantities tabulated; then the City will issue NTP for the second area if funding is available. Each of the following phases may proceed in the same fashion only if funding is available.
14. Any damage to the trails resulting from construction activities of the contractor will be repaired by the contractor at no additional cost to the city.

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS

Walking Trails will include all labor, materials and equipment to install 411E asphalt paving overlay on walking paths as shown in the drawings. Minimum asphalt thickness for said paths shall be 2 inches compacted to 1.5 inches. Path width varies as per the plans. Refer to City of Bartlett Technical Specifications section 8, ASPHALT.

Payment will be made at the unit price per LF of ASPHALT PAVING -2" THICK, MINIMUM complete and in place. Any required Mobilization, Traffic Control, etc. shall be paid under this item.

Parking lot and entry drive will include all labor, materials and equipment to install 411D pavement overlay shown in drawing. Minimum asphalt thickness for said parking and entry drive shall be 1.5 inches compacted to 1 to 1.25 inches. Refer to City of Bartlett Technical Specifications section 8, ASPHALT.

Payment will be made at the unit price per LF of ASPHALT PAVING -1.5" THICK, COMPACTED to 1" to 1.25" complete and in place. Striping of parking stalls shall be considered incidental and included in this item. Any required Mobilization, Traffic Control, etc. shall also be paid under this item.

Crack Sealing will include all labor, materials, and equipment required to crack seal as directed by the project manager and not to exceed the LF shown in the Bid Tab. Placement in other areas shall be allowed as directed by the City. Materials shall consist of Crafcro ROADSAVER as per detail on page SC-1.

Payment will be made at the unit price per LF of crack seal, approved, and installed in place.

WALKING TRAILS OVERLAY 2021
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17' x 19' Concrete ADA parking space will include all labor, materials and equipment to install the ADA parking space as shown in drawing. This shall include demo of existing surface and subgrade as well as installation of proposed accessible parking as shown. Minimum concrete thickness for said parking space shall be 6 inches of 4,000 PSI concrete. Refer to City of Bartlett Technical Specifications section 5, CONCRETE.

Payment will be made as a LUMP SUM. Striping shall be included in this item. Any required Mobilization, Traffic Control, etc. shall also be paid under this item.

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
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BID SUBMITTAL FORM

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

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

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

REMINDER:

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

WALKING TRAILS OVERLAY 2021
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BID PRICING SHEET

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

State the price to complete the FY2021-05-029 WALKING TRAILS OVERLAY 2021. **Note:** “Total Bid” shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

Area 1 – Dixon-Brewer Park					
Item No.	Description	Unit	Qty.	Unit Cost	Total
1	Walking Trails, at 5’-6” wide	LF	326		
2	Walking Trails, at 5’-7” wide	LF	151		
3	Walking Trails, at 5’-9” wide	LF	308		
4	Walking Trails, at 6’ wide	LF	594		
5	Crack Sealing	LF	70		
Total Bid for Dixon-Brewer Park					
Total Bid for Area 1 – Dixon-Brewer Park in words:					

Area 2 – Fletcher Creek Walking Trail					
Item No.	Description	Unit	Qty.	Unit Cost	Total
1	Walking Trails, at 10’ wide	LF	1,823		
Total Bid for Fletcher Creek Walking Trail					
Total Bid for Area 2 – Fletcher Creek Walking Trail in words:					

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

Bid Pricing Sheet (cont.)
Page 2

Area 3 – Freeman-Smith Park					
Item No.	Description	Unit	Qty.	Unit Cost	Total
1	Parking lot and entry drive, 1.5" compacted to 1" to 1.25" 411D surface paving	SF	1900		
2	17' x 19' Concrete ADA parking space	LS	-		
3	Walking Trails, at 7'-6" wide	LF	14		
4	Walking Trails, at 8' wide	LF	1261		
5	Crack Sealing	LF	20		
Total Bid for Freeman-Smith Park					
Total Bid for Area 3 – Freeman-Smith Park in words:					

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

Bid Pricing Sheet (cont.)
Page 3

Total Cost for Area 1 – Dixon-Brewer Park	
Total Cost for Area 2 – Fletcher Creek Walking Trail	
Total Cost for Area 3 – Freeman-Smith Park	
TOTAL PROJECT COST	\$
Total Project Cost in words:	

Contractor

Phone

Authorized Representative (signature required)

E-mail Address

Print Name

Date

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
 Parks and Recreation
 Sealed Bid #: FY2021-05-029
 Due Date: June 4, 2021

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.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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.

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 bid book (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

NOTICE OF AWARD

To:

PROJECT Description: **FY2021-05-029 WALKING TRAILS OVERLAY 2021**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2021 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2021.

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

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

PERFORMANCE PAYMENT BOND

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

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

State of _____ herein-after called the "Surety", are held and firmly bound
unto _____ of _____,
(Owner) (City)

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

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

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

FY2021-05-029 WALKING TRAILS OVERLAY 2021

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

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

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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

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

ATTEST:

Print Name

Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

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.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

NOTICE TO PROCEED

TO:

PROJECT: **FY2021-05-029 WALKING TRAILS OVERLAY 2021**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021, on or before _____, 2021 and you are to complete the WORK within 60 (sixty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2021.

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: _____

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

CONTRACT AGREEMENT

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

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

1. The CONTRACTOR will commence and complete the construction of FY2021-05-029 WALKING TRAILS OVERLAY 2021
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 **sixty (60)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order
 - (M) DRAWINGS/SPECIFICATIONS prepared or issued City of Bartlett.

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 4, 2021

(N) ADDENDA:

NO. _____, Dated _____, 2021

NO. _____, Dated. _____, 2021

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

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary, required)

ATTEST: _____

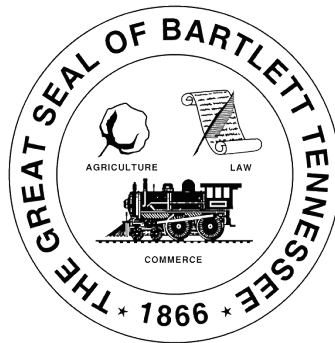
Print Name: _____ TITLE: _____

My Commission expires _____, 20____

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



WALKING TRAILS OVERLAY 2021

FY2021-05-029

DUE: Friday June 4, 2021 no later than 2:00 p.m. (CST)

ADDENDUM # 1

Issued May 27, 2021

The above-described sealed bid has been modified to reflect the following changes and clarifications:
Replace BPS- 2 (PDF page 31) with attached revised BPS-2 ADDENDUM #1.

The bidder shall acknowledge receipt of this addendum by placing the addenda dates and addenda numbers on the outside of their proposal envelope.

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 Addendum 1 May 27 2021 (2975 : Walking Trails Overlay 2021)

WALKING TRAILS OVERLAY 2021
Parks and Recreation
Sealed Bid #: FY2021-05-029
Due Date: June 3, 2021

Bid Pricing Sheet (cont.)
Page 2

Area 3 – Freeman-Smith Park					
Item No.	Description	Unit	Qty.	Unit Cost	Total
1	Parking lot and entry drive, 1.5" compacted to 1" to 1.25" 411D surface paving	SF	19,000		
2	17' x 19' Concrete ADA parking space	LS	-		
3	Walking Trails, at 7'-6" wide	LF	14		
4	Walking Trails, at 8' wide	LF	1,261		
5	Crack Sealing	LF	20		
Total Bid for Freeman-Smith Park					
Total Bid for Area 3 – Freeman-Smith Park in words:					

Attachment: FY2021-05-029 WALKING TRAILS OVERLAY 2021 Addendum 1 May 27 2021 (2975 : Walking Trails Overlay 2021)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Karen Campbell Subdivision.

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
Entitled: KAREN CAMPBELL SUBDIVISION dated APRIL 5, 2021, made by the
DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and
established certain conditions for approval of the Final Plat of said subdivision in accordance with
Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which
is the approval of this Development Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to
specify those detailed costs, division of responsibilities and maintenance and other conditions in
addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according
to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a
variance from or modification to regulations, plans or plat, as approved on the date of execution;
and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.
8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.
9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.
10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

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

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

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

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.
17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.
18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been

assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be

installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.
2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.
4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.
5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.
6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

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

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV**BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI**HOLD HARMLESS**

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

XVII

PARKLAND FEES

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
KAREN CAMPBELL S/D**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost	\$0.00
	b. Subdivision & site plan review fee @ \$175 per lot. (2 Lot)	\$350.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$25.00	\$25.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$0.00	\$0.00 \$300.00 \$600.00
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	\$2,000.00
6	Sewer Connection Fee @ \$2000.00 per Lot 1 Lots \$2,000.00	NORTH BASIN \$2,000.00
7	DRAINAGE BASIN (Loosahatchie) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 2 Lots \$500.00	\$1,000.00

Attachment: CAMPBELL SD CONTRACT (2982 : Subdivision Contract for Karen Campbell Subdivision)

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 2 Lots	\$0.00	\$0.00
9	City portion of Water Improvements		\$0.00
10	DISTRICT _____ 2 Park Land Development Fee @ \$700.00 per Lot 2 Lots	\$700.00	\$1,400.00
TOTAL DUE CITY			\$7,375.00

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
2. Street Light (Estimated at \$650.00 per lot) 2 Lots	\$0.00
TOTAL DUE II	\$0.00

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$0.00

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

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

CITY OF BARTLETT

KAREN CAMPBELL

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _ CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: CAMPBELL SD CONTRACT (2982 : Subdivision Contract for Karen Campbell Subdivision)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/22/21 06:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

AGENDA ITEM

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

SERVICE AGREEMENT

Between

The University of Memphis and the City of Bartlett

THIS SERVICE AGREEMENT (hereinafter, "Agreement"), is made and entered into by and between The University of Memphis (hereinafter, "University"), a public university within the State of Tennessee, and the City of Bartlett (hereinafter, "Bartlett"), a municipality within the State of Tennessee. University and Bartlett may be referred to herein individually as a "Party" hereto and collectively as the "Parties" hereto.

NOW THEREFORE, in consideration of the mutual premises herein contained, and subject to the terms and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

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

1.1 "CAESER" shall mean the University's Center for Applied Earth Science and Engineering Research (CAESER).

1.2 "Services" shall mean any work performed by CAESER in accordance with the scope of work outlined in Exhibit A, which is attached hereto and incorporated herein by reference.

Article 2. Bartlett shall pay to University, in U.S. Currency, a fixed fee amount of Sixteen Thousand, One Hundred and 00/100 Dollars (\$16,100) for Services performed by University for Bartlett. Payments shall be made as set forth in Article 3 below. Subject to Bartlett's payment of amount due to University as set forth herein, University, by and through CAESER, agrees to use reasonable efforts to complete the Services requested by and on behalf of Bartlett.

Article 3. Bartlett agrees that the payment of the full fixed fee amount for the Services provided by University pursuant to this Agreement and Exhibit A is due within thirty (30) days of execution of this Agreement.

Said payment and acceptance thereof shall not negate or waive the right of University to any other remedy, legal or equitable, to which University may be entitled because of the delinquency of the payment. Payments under the terms of this Agreement shall be made by check payable to:

Name on check: The University of Memphis
Grants and Contracts Accounting
P.O. Box 1000, Dept 313
Memphis, Tennessee 38148-0313

Tax ID #: 62-0648618

Anything herein to the contrary notwithstanding, should this Agreement be subject to early termination pursuant to Article 5 herein, Bartlett shall pay all costs accrued by University as of the effective date of termination.

Article 4. The term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of University and Bartlett.

Article 5. In the event that either Party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the Party not in default shall have the option of canceling this Agreement by giving thirty (30) days' written notice of termination to the other Party. The Agreement may be terminated by either Party for convenience upon thirty (30) days' written notice to the other Party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that CAESER has been rendered unusable, CAESER's personnel are not available, the activity has been cancelled due to an act of God, or some other circumstance outside the control of University. Termination of this Agreement shall not affect the rights and obligations of the Parties which shall have accrued prior to termination.

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

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

Article 8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or

enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Neither Party shall assign their rights or obligations under this Agreement without the prior written consent of the other Party.

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

If to Bartlett:

Rick McClanahan
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

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

Stephanie A. Thompson, CRA
Director, Research Support and Innovation
The University of Memphis
315 Administration Building
Memphis, TN 38152
(901) 678-4146
osp@memphis.edu

If to University with respect to technical questions:

Dr. Brian Waldron
CAESER
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-3283

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

their officers or employees. University shall not be liable for any failure to perform under this Agreement when such failure is due to causes beyond its reasonable control.

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

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

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

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the undersigned certifies that he/she is authorized to enter into this Agreement on behalf of the Party he/she represents and has caused this Agreement to be duly executed in its name and on its behalf.

CITY OF BARTLETT

THE UNIVERSITY OF MEMPHIS

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Typed Name: _____

Dr. Jasbir Dhaliwal

Title: _____

Executive Vice President for Research
and Innovation

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The Center for Applied Earth Science and Engineering Research (CAESER) at the University of Memphis will conduct the following tasks listed below:

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

Regarding development of the wellhead protection document for the City of Bartlett (see task 2), a comprehensive report (new or abandoned wells) or CSI sheets will be provided to the City of Bartlett in November for review before submittal to the State of Tennessee.

Timeline and budget

This contract will begin July 1, 2021 and end June 30, 2022. The budget total is \$16,100. These dollars will be used to cover professional services, supplies, and funding for students toward the tasks outlined above.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM

Department: Fire

Category: Bid

Prepared By: Dick Phebus

Department Head: Terry Wiggins

Bid for Fire Department uniforms.

On May 25, 2021 an ad was placed in *The Daily News*. On June 10, 2021, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

MidSouth Solutions	\$2,565 all items
Galls, LLC	\$2,245 all items

We recommend the bid be awarded to MidSouth Solutions. While Galls had the lower overall price on all items in the bid package, they noted many exceptions to specific products requested. MidSouth is a local business, while Galls is located more than 50 miles away which creates problems with alterations and fitting. MidSouth is considered the lower and better bid for Fire Department uniforms. This bid is good from July 1, 2021 through June 30, 2022 with an option to renew for three additional one-year periods through June 30, 2025 upon mutual agreement of both parties.

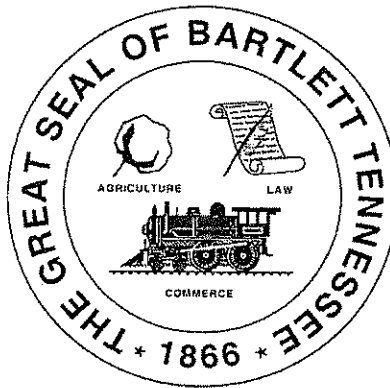
Funds are available in Accounts I 10.42200.340 and I 10.42300.340.

Thank you for your consideration.

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Terry Wiggins, Chief of Fire



REQUEST FOR SEALED BIDS

SB # FY2021-05-040

DUE: Thursday, June 10, 2021, no later than 2:00 p.m. (CST)

UNIFORMS AND ACCESSORIES

BARTLETT FIRE DEPARTMENT

The City of Bartlett is seeking to purchase uniforms and accessories for the **Bartlett Fire Department**, as per the written specifications.

NOTICE TO BIDDERS

Attachment: MidSouth Solutions Fire Department Bid (2984 : Fire Department Uniforms)

UNIFORMS AND ACCESSORIES

Sealed Bid: FY2021-05-040

Due Date: June 10, 2021

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for **Bartlett Fire Department Uniforms and Accessories**, as per the written specifications. The awarded supplier(s) will be required to deliver the uniforms and accessories to the City of Bartlett Fire Department, located at 3730 Appling Road, Bartlett, TN 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

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

A. General Requirements

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the signed pricing sheet, signed and notarized Public Acts 109 form (page 7) and a signed W-9 form for current year. **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. Bidder shall submit a single price for each line item on the provided Bid Pricing Sheets. **Note:** Pricings shall exclude all taxes and/or shipping charges.
4. Any/all items delivered as a result of the award of this bid shall not have any obvious defects.
5. The City reserves the right to reject any and all bids.
6. Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.
7. A Purchase Order will be issued on an "as needed" basis.
8. All products are to be delivered or picked-up as per purchase order.

B. Firm Pricing and Renewals

UNIFORMS AND ACCESSORIES

Sealed Bid: FY2021-05-040

Due Date: June 10, 2021

Note: Please see Bid Pricing Sheets for individual items and pricing. Include one original, clearly identified and two copies.

All prices are to remain firm from award date through June 30, 2022 with the **option to renew** for three (3) additional one-year periods, July 1, 2022 through June 30, 2023, July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025 upon mutual agreement of both parties and subject to the Terms and Conditions listed in this bid. Prior to any renewal period, the supplier receiving an award may review and request an adjustment of pricing sixty (60) days prior to the beginning of the renewal period.

However, the successful supplier(s) shall be required to give the City of Bartlett the benefit of any general price reduction. Price escalation/de-escalations after the first completed year of the contract shall be limited to five percent (5%) or a maximum based upon the Consumer Price Index for Urban Consumers.

The successful supplier(s) shall provide a written letter from the manufacturer advising of the specific product price increase and percent of increase. The City of Bartlett reserves the right to reject any increase and may cancel this agreement if the price increase is not agreed upon by both parties.

C. Quantities

Bidder shall submit a single price for each line item. There are no guaranteed quantities or dollar amounts to be purchased against this bid. The successful supplier is required to keep in stock the normal range of uniforms and accessories. **Note:** Bids shall NOT contain either minimum quantities or dollar order requirements.

D. Equal or Equivalent Products

Bidders may bid "or equal" or equivalent product (s) to the product specified. However, it must be stated that the item (s) bid are either considered to be equal or equivalent to the specifications. Bidder must provide manufacturer and part number if quoting an alternate product.

E. Samples

Prior to the award, samples representing the exact items bid may be required at the expense of the Bidder(s). **Do not automatically submit samples.** If they are required, the Purchasing Agent will contact you and samples must be furnished within five (5) calendar days upon request. Samples belonging to unsuccessful Bidders must be picked up as soon as possible after award has been made on the item or items for which the samples have been submitted.

UNIFORMS AND ACCESSORIES

Sealed Bid: FY2021-05-040

Due Date: June 10, 2021

F. Award

The City of Bartlett reserves the right to award this bid on the basis of individual items, groups of items or the entire list of items, whichever is in the best interest of the City and Bartlett Fire Department. The City reserves the right to cancel this bid for failure to provide items as per the bid specifications. Cancellation will be subject to not less than and thirty (30) day notification.

G. Ordering

The awarded supplier will be contacted by the department via a purchase order to place an order for required items. Items that require measurements, the employee may choose to go to the awarded suppliers store or have a supplier representative on site. Also, the employee may pick up the order have it delivered to a specified Bartlett Fire Department location. Note: The awarded supplier (s) shall notify the department of backorder items within two days of receipt of order.

H. Detailed Requirements

Awarded supplier(s) shall provide each item as complete and all-inclusive; there shall be no extra charges for any miscellaneous items such as fittings, alterations, embroidery, trousers hemmed, US Flag, or fire department patches (provided).

Comply: yes Exception: _____

Standard and non-standard sized products shall be made available according to the delivery as indicated on the Bid Pricing Sheet under "notes" after receipt of the purchase order. Custom made items will be the responsibility of the awarded supplier to communicate with the ordering department all delivery details.

Comply: yes Exception: _____

Fire Department personnel may pick up merchandise at the awarded supplier's location or supplier shall deliver merchandise on an as needed basis to the Bartlett Fire Department when requested. **Note: There shall be no extra or miscellaneous charge for delivery.**

Comply: yes Exception: _____

Awarded supplier(s) shall maintain 85% of items in stock at all times. Repeated failure to carry stock items may result in cancellation of the contract.

Comply: yes Exception: _____

Bidder shall maintain a place of business within 50 travel miles of the City of Bartlett and/or offer an on-line web portal.

- Name of the on-line web portal midsouthuniformsamer.com
- Address of nearest place of business 2009 W. Union Rd Memphis, TN 38115

Comply: yes Exception: _____

UNIFORMS AND ACCESSORIES

Sealed Bid: FY2021-05-040

Due Date: June 10, 2021

Initials

BID PRICING SHEET

(One original, clearly marked, and two copies, including the itemized pricing sheets, and one flash drive) and the Public Acts 109 form)

Catalogue Discounts for items not listed on pricing sheet

Clothing 10 %Boots 10 %Accessories 10 %Other 10 %

Ale Brando
Name of Catalogue

Bid to include Appendix 1 Excel Bid Pricing Sheets (8 pages) and submitted on flash drive.

Note: Flash Drive to have original excel document, no copies or scans will be acceptable.

Midsouth Solutions
NAME OF FIRM

bridget@midouthsolutions.com
Email

Bridget Temple
Authorized Representative
(Typed or Printed)

901-373-8597
Phone Number

Bridget Temple
Authorized Representative Signature

6-9-21
Date

Attachment: MidSouth Solutions Fire Department Bid (2984 : Fire Department Uniforms)

UNIFORMS AND ACCESSORIES

Sealed Bid: FY2021-05-040

Due Date: June 10, 2021

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, June 10, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2021-05-040 BARTLETT FIRE DEPARTMENT UNIFORMS AND ACCESSORIES"** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

Please quote prices on attached bid sheet.

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

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

MidSouth Solutions
NAME OF FIRM

bridgt@midsouthsolutions.com
EMAIL

2209 Whitten Road
ADDRESS

901-373-8597
PHONE

Bridget Temple
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Bridget Temple
PRINT NAME

6-9-21
DATE

INTENT

UNIFORMS AND ACCESSORIES
 Sealed Bid: FY2021-05-040
 Due Date: June 10, 2021

PUBLIC ACTS 109

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

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

Print Name Bridget Temple
 Signed Bridget Temple
 Title Purchasing

Subscribed and sworn before me this 9 day of June, 2021.
 Signed Patti J. Land Print Name Patti J. Land
 Title Notary
 My commission expires: 10-19, 2022.



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

CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
 FY2021-05-040

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
	FIRE DEPARTMENT UNIFORMS PANTS						
1	Men's Side-Pocket Pants, Class A Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Fechheimer	38200	Each	40.00	38200	
2	Men's Side-Pocket Pants, Class A Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Fechheimer	38200	Each	40.00	38200	
3	Women's Side-Pocket Pants, Class A Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Women's Sizes: 6-24	Fechheimer	38233	Each	40.00	38233	
4	Men's Pants, Command Staff Only Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-54"	Blauer	8650NV	Each	44.00	8650NV	
5	Unisex Pants, PDU Class A Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-54"	5.11 Tacite	74370	Each	48.00	74370	
6	Unisex Pants, PDU Class B Color: Dark Navy Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-54"	5.11 Tacite	74371	Each	48.00	74371	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
	SHIRTS						
7	Men's Long Sleeve Shirt Color: White, Neck Sizes: 14"-22" Material: Poly/Cotton	Horace Small	HS1528	Each	55.00	HS1528	
8	Men's Long Sleeve Shirt Color: Navy, Neck Sizes: 14"-22" Material: Poly/Cotton	Horace Small	HS1520	Each	55.00	HS1520	
9	Men's Short Sleeve Shirt Color: White Neck Sizes: 14"-22" Material: Poly/Cotton	Horace Small	HS1530	Each	50.00	HS1530	
10	Men's Short Sleeve Shirt Color: Navy Neck Sizes: 14"-22" Material: Poly/Cotton	Horace Small	HS1522	Each	\$54.00	HS1522	
11	Women's Long Sleeve Shirt Color: White Women's Sizes: 30"-50" Material: Poly/Cotton	Horace Small	L9103Z	Each	\$52.00	L9103Z	
12	Women's Short Sleeve Shirt Color: White Women's Sizes: 30"-50"	Horace Small	HS1149	Each	\$52.00	HS1149	
13	Men's Long Sleeve Shirt Color: White, Neck Sizes: 14"-22" Material: Polyester	Horace Small	HS1149	Each	\$41.00	HS1149	
14	Men's Short Sleeve Shirt Color: White Neck Sizes: 14"-22" Material: Polyester	Horace Small	HS1249	Each	\$39.00	HS1249	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
15	Men's Short Sleeve Polo Shirt Color: Navy, or Red, Sizes: XS-3XL Material: Polyester Note: Red for Command staff only	5.11	71049	Each	\$45.00	71049	
16	Men's Long Sleeve Job Shirt Color: Navy, Sizes XS-3XL Material: Poly/Cotton Fleece Note: Emblem only, no patches	Elbeco	3774	Each	\$62.00	3774	
17	BFD Long Sleeve Tee Shirt Color: Ash or Navy, Sizes: XS-3XL Material: Cotton	TSS BFD	Tee	Each	\$7.50	TSS BFD	
18	BFD Short Sleeve Tee Shirt Color: Ash or Navy, Sizes: XS-3XL Material: Cotton	TSS BFD	Tee	Each	\$7.50	TSS BFD	
19	BFD Long Sleeve Tee Shirt - Special Order Color: Ash or Navy, Sizes: Tall XS-3XL Material: Cotton	Gildan	2000T	Each	\$8.50	2000T	
20	BFD Short Sleeve Tee Shirt- Special Order Color: Ash or Navy, Sizes: Tall XS-3XL Material: Cotton	Gildan	2000T	Each	\$8.50	2000T	
21	BFD Long Sleeve Sweatshirt Color: Ash or Navy, Sizes: XS-3XL Material: Cotton	Gildan	18000	Each	\$15.00	18000	
22	Short Sleeve Tee Shirt Color: White or Black, Sizes: XS-3XL Material: Cotton, 3/pack	5.11	40016	Each	\$30.00	40016	
23	Short Sleeve Tee Shirt Color: Ash or Navy, Sizes: XS-3XL Material: Cotton/Poly blend, each	Gilban	Dry-blend	Each	\$7.50	8000	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
JACKETS							
24	Lightweight Tac shell Jacket w/Waterproof Lining Color: Dark Navy Sizes: XS - 3X Outer Shell Material: Nylon	Blauer	9820	Each	\$215.00	9820	
25	Softshell Fleece Jacket Color: Navy Sizes: S - 3X Material: Fleece Lengths: Short, Regular, Long Note: Emblem only, no patches	Blauer	4660	Each	\$113.00	4660	
26	Sweater, fleece lined, full zip Color: Navy Sizes: S - 3X Material: Sweater Lengths: Short, Regular, Long	Blauer	227	Each	\$97.00	227	
27	Coat, Single Breasted, Class A Color: Navy, Sizes: 34-58 Material: Polyester, Regular or Long	Fechheimer	38803	Each	\$150.00	38803	
28	Raincoat, 30" jacket style, flame resistant Color: Black, Sizes: S - 3X Material: Polyurethane/Nylon Note: No emblems, No patches	Neese	475AJ	Each	\$35.50	475AJ	
BOOTS							
29	Boots, Slip-on "Easy Escape" Color: Black, Sizes: 6-12 M Material: Full-grain black leather	Redback	UBBK	Pair	\$125.00	UBBK	
30	Boots, Zipper "Alpha-Force" Color: Black, Sizes: 6-12 M Material: Full-grain black leather	Rocky	2173	Pair	\$89.00	2173	
31	Boots, Pull-on, "Company" Color: Black, Sizes: 6-12 Regular, Wide Material: Full-grain black leather	5.11	12420	Pair	\$90.00	12420	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
32	Boots, Side-zip, Tacite Color: Black, Sizes: 6-12 Regular, Wide Material: Full-grain black leather	5.11	12022	Pair	\$77.00	12022	
33	Boots, Pull-on, "Wellington" Color: Black, Sizes: 6-12 Medium-Extra Wide Material: Full-grain black leather	Rocky	6300	Pair	\$96.00	6300	
34	Boots, Lace-up, "Oxford" Color: Black, Sizes: 6-12, Med, Wide, E-Wide Material: Full-grain black leather	Rocky	2034	Pair	\$68.00	2034	
35	Boots, Lace-up, "High-Gloss" Color: Black, Sizes: 6-12, Med, Wide, E-Wide Material: Full-grain black leather	Rocky	510-8	Pair	\$68.00	510-8	
HATS AND CAPS							
36	Hat, Class A, Military Style Color: Navy, Sizes: 6-1/2 - 7-3/4 Material: Polyester/Gabardine	KEYSTONE	4-Star	Each	\$65.00	KEYSTONE	
37	Ball Cap, Adjustable Color: Navy, Sizes: Regular Material: Polyester	Blauer	182-1	Each	\$17.00	182-1	
38	Ball Cap, Adjustable Color: Navy, Sizes: Regular Material: 100% Cotton	Sanmar	NE2000	Each	\$15.00	NE2000	
39	Ball Cap, Fitted Color: Navy, Sizes: S - XL Material: Polyester/Spandex	Blauer	182	Each	\$17.00	182	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
40	Ball Cap, Fitted Color: Navy, Sizes: S/M - L/XL Material: Cotton/Spandex	Sanmar	NE1000	Each	\$15.00	NE1000	
41	Ball Cap, Mesh Color: Navy, Sizes: S/M - L/XL Material: Polyester	Otto	11-1168	Each	\$17.00	11-1168	
42	Skull Cap, Color: Navy, Sizes: Regular, X-Large Material: Polyester/Wool blend Note: BFD in White	Blauer	160	Each	\$25.00	160	
43	Additional charge for name embossed on caps BELTS	Embr.		Each	\$5.00	Embr.	
43	Belt, Ranger Color: Black, Waist Sizes: 28" - 42" Material: Basketweave Leather Silver or Gold Buckle	Boston Leather	6612	Each	\$32.00	6612	
44	Belt, Garrison Color: Black, Waist Sizes: 28" - 42" Material: Basketweave Leather Silver or Gold Buckle	Boston Leather	6606	Each	\$16.00	6606	
45	Belt, Trainer Color: Black, Waist Sizes: 28" - 42" Material: Nylon Mesh Stainless Steel Buckle	5.11	59409	Each	\$30.00	59409	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
MISCELLANEOUS ITEMS							
46	Tie, Clip-on or Velcro Color: Navy Sizes: 18, 20, 22 Material: Polyester	Sam Broome		Each	\$6.00	90016	
47	Underwear, Sports Brief Color: Black, Waist Sizes: XS - 2XL Material: Cotton/Lycra	Under Armour	1277240	Each	\$20.00	1277240	
48	Socks, Crew Unisex (Uniform style) Color: Navy, Sizes: Select Shoe Size Material: Thor-Ion Acrylic	Thor-Lo	WGX	Pair	\$12.00	WGX	
49	Socks, Calf-length, Performance Color: Black, Sizes: Select Shoe Size Material: Coolmax/Spandex	Blauer	SKS16	Pair	\$16.00	SKS16	
50	Gloves, Extrication, Ringers Barrier 1, Short Cuff Color: Safety Green, Sizes: XS - 3XL Material: Thermal Plastic Rubber/Kevlar	Firestore	327	Pair	\$48.00	327	
51	Gloves, Extrication, Color: Safety Green, Sizes: XS - 3XL Material: Thermal Plastic Rubber/Kevlar	Firestore	HS4014	Pair	\$35.00	HS4014	
52	Safety Vest, Hi-Visability, Plain Color: Safety Green, Sizes: XS - 5XL Material: Hi-Viz Polyester/Silver Reflective Strips	Tact-Squad	128	Each	\$35.00	128	
53	Duffie Bag, Sport Color: Navy, Size: 12.75"H x 27.25"W x 13.5"D Material: Polyester	Sanmar	BG99	Each	\$25.00	BG99	

**CITY OF BARTLETT
FIRE DEPARTMENT UNIFORMS
FY2021-05-040**

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND (no substitute)	Mfg. #	UNIT	UNIT PRICE	VENDOR PRODUCT NUMBER	NOTES
54	Name Plate Color: Polished Gold Plating, Size: 3" L x 3/4" H Material: Gold Plating	Hook Fast	QS-6	Each	\$20.00	QS-6	
55	Collar Insignia, Three Letter - BFD Color: Polished Gold Plating, Size: 1/2" Material: Gold Plating	Premier	3/8S BFD	Each	\$8.00	3/8S BFD	
56	Collar Bugles Color: Polished Gold Plating, Size: Material: Gold Plating	Premier	P2616	Each	\$8.00	P2616	
57	Add on fee for name embroidery	Custom	Sewing	Each	\$5.00	Sewing	
End of Requirements							

NAME OF FIRM	Email
MidSouth Solutions	bridget@midouthsolutions.net
Authorized Representative	Phone Number
Bridget Temple	901-373-8597
(Typed or Printed)	
Authorized Representative Signature	Date
Bridget Temple	6-9-21

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MIDSOUTH SOLUTIONS FOR BUSINESS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2209 Whitten Road

6 City, state, and ZIP code

Memphis, TN 38133

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
				-				

or

Employer identification number								
4	2		-	1	5	8	8	3
								0
								1

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

Tray 4/28/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/22/21 06:00 PM
Department: Police
Category: Bid
Prepared By: Juliea Goodman
Department Head: Jeff Cox

Bid for Police Department uniforms.

An ad was placed in *The Daily News* on May 19, 2021. The City of Bartlett received one bid for Section A and two bids for Section B, which were opened at City Hall on June 3, 2021.

Bids were received from the following companies:

Section A:	
Mid-South Solutions	\$3,194.00 total for individual items bid
Section B:	
Galls Uniforms	\$2,756.00 total for individual items bid
Mid-South Solutions	\$3,393.50 total for individual items bid

We recommend the bid be awarded in the following manner:

Section A: Will be exclusively awarded to Mid-South Solutions.

Section B: Will be awarded to Galls as the primary supplier, and Mid-South Solutions will be a secondary source to be used in the best interest of the city.

Each division budgets for its employees' uniforms.

Funds are available in Account 110.42100.340.

Thank you for your consideration.

POLICE DEPARTMENT UNIFORMS
FY2021-05-039

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
SECTION B - ACCESSORIES						
ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
NOTE: The following items are various brands of uniforms and other accessories. In addition, the selected vendor shall offer a percentage discount on other items carried in-store and listed online but not specified herein. Outer Carriers MUST BE Point Blank, and equivalents will be allowed on all other items.						
Class A						
1	Tie, Clip-on Color: Black Sizes: 18, 20, 22 Material: Polyester	Sam Broome	90049	Each	\$6	90049
2	Tie, Velcro Color: Black Sizes: 18, 20, 22 Material: Polyester		90049	Each	\$6	90049
3	Tie, Zipper Color: Black Sizes: 18, 20, 22 Material: Polyester		90049	Each	\$6	90049
4	Class A Hat Color: Black Material: Polyester/Gabardine		R13	Each	\$55	R13
Training/Special Assignment						
5	Men's Polo Short Sleeve Shirt Color: Black or Tan, Sizes: XS-4XL Material: Poly/Cotton	Sanmar	CS410	Each	\$34	CS410
6	Women's Polo Short Sleeve Shirt Color: Black, Sizes: XS-4XL Material: Poly/Cotton	Sanmar	CS411	Each	\$34	CS411
7	Men's Polo Long Sleeve Shirt	Sanmar	CS410LS	Each	\$38	CS410LS

POLICE DEPARTMENT UNIFORMS
FY2021-05-039

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	Color: Black or Tan, Sizes: XS-4XL					
	Material: Poly/Cotton					
8	Men's Performance Polo Short Sleeve Shirt	5.11	71049	Each	\$40	71049
	Color: Black, Sizes: XS-3XL					
	Material: Poly/Cotton					
9	Women's Performance Polo Short Sleeve Shirt	5.11	61165	Each	\$40	61165
	Color: Black, Sizes: XS-4XL					
	Material: Poly/Cotton					
10	Men's Performance Polo Long Sleeve Shirt	5.11	72049	Each	\$42	72049
	Color: Black, Sizes: XS-3XL					
	Material: Poly/Cotton					
11	Men's Cargo-style Pants,	Propper	F5252	Each	\$39	F5252
	Color: Black or Khaki, Stride: 30-36"					
	Fabric: DuPont Teflon, Waist Sizes: 28"-56"					
12	Women's Cargo-style Pants,	Propper	F5295	Each	\$39	F5295
	Color: Khaki, Stride: Regular, Tall					
	Fabric: Polyester, Sizes: 02 to 32					

POLICE DEPARTMENT UNIFORMS

FY2021-05-039

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
13	Men's TacLite Pro Pants, Color: Black or Khaki, Stride: 30-36" Fabric: DuPont Teflon, Waist Sizes: 28"-56"	5.11	74273	Each	\$42	74273
14	Women's TacLite Pro Pants, Color: Khaki, Stride: Regular, Tall Fabric: Polyester, Sizes: 02 to 32	5.11	64360	Each	\$42	64360
15	Special Event Polo Short Sleeve Shirt Color: TBD, Size: TBD Material: Poly/Cotton	5.11	71322	Each	\$57	71322
	Crossing Guards					
16	Special Event Polo Short Sleeve Shirt Color: TBD, Size: TBD Material: Poly/Cotton	5.11	71322	Each	\$57	71322
17	Rain Coat, Hi-Visibility, Black/Yellow Color: Safety Green, Sizes: XS - 5XL Material: Hi-Viz Polyester/Silver Reflective Strips	Tact-Squad	6011BY	Each	\$60	6011BY
18	Bomber Jacket, Hi-Visibility, Black/Yellow Color: Safety Green, Sizes: XS - 6XL Material: Hi-Viz Polyester, Fleece Linner	Neese	9400SJ	Each	\$70	9400SJ

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	M/C					
19	Leather Jacket, Pittsburgh Color: Black, Sizes S-4X, Reg. or Long Outer Shell Material: Cowhide Leather	Taylor	4473Z	Each	\$300	4473Z
20	Men's Motor Breeches Color: Black or Khaki. Stride: 30-36" Fabric: 76% polyester, 24% cotton with Teflon Waist Sizes: 28"-56"	5.11	74407	Each	\$115	74407
21	Men's Motor Pants Color: Black or Khaki. Stride: 30-36" Fabric: 66% polyester/34% cotton cavalry-stretch Waist Sizes: 28"-56"	5.11	74407	Each	\$115	74407
	K9					
22	Guardian ODC Color: Black Fabric: 500 Denier CORDURA® outer shell with fully-integrated modular customization options	Point Blank no alternates		Each	\$235	Guardian ODC
23	Dispatch/Jail Men's Polo Short Sleeve Shirt Color: Black or Tan, Sizes: XS-4XL Material: Poly/Cotton	Sanmar	CS410	Each	\$34	CS410
24	Women's Polo Short Sleeve Shirt Color: Black, Sizes: XS-4XL Material: Poly/Cotton	Sanmar	CS411	Each	\$34	CS411

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
25	Men's Polo Long Sleeve Shirt Color: Black or Tan, Sizes: XS-4XL Material: Poly/Cotton	Sanmar	CS410LS	Each	\$38	CS410LS
26	Men's Performance Polo Short Sleeve Shirt Color: Black, Sizes: XS-3XL Material: Poly/Cotton	5.11	71049	Each	\$40	71049
27	Women's Performance Polo Short Sleeve Shirt Color: Black, Sizes: XS-4XL Material: Poly/Cotton	5.11	61165	Each	\$40	61165
28	Men's Performance Polo Long Sleeve Shirt Color: Black, Sizes: XS-3XL Material: Poly/Cotton	5.11	72049	Each	\$42	72049
29	Men's Cargo-style Pants, Color: Black or Khaki, Stride: 30-36" Fabric: DuPont Teflon, Waist Sizes: 28"-56"	Propper	F5252	Each	\$39	F5252
30	Men's Tacite Pro Pants, Color: Black or Khaki, Stride: 30-36" Fabric: DuPont Teflon, Waist Sizes: 28"-56"	5.11	74273	Each	\$42	74273

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	Accessories					
31	Patrol Skull Cap	Blauer	160	Each	\$22	160
	Color: Black, Sizes: Regular or Oversize					
	Material: Knitted Poly/Wool					
32	Ball Cap, Fitted, Mesh back	Sanmar	NE1000	Each	\$17	NE1000/NE1020
	Color: Black or Tan,		NE1020			
	Material: Cotton					
33	Belt, Trainer	5.11	54909	Each	\$39	54909
	Color: Black, Waist Sizes: 28" - 42"					
	Material: Basketweave Leather					
34	Ticketbook Holder	Posse Quality	CHP-50	Each	\$40	CHP-50
	Style A, Size: 5 x 12					
	Material: Silver Anodized Aluminum					
35	Metal Clipboard	Posse Quality	SSA-45	Each	\$45	SSA-45
	Style A, Size: 5 x 12					
	Material: Silver Anodized Aluminum					
36	Safety Vest, Hi-Visability, Plain	Tact-Squad	DC-60	Each	\$35	DC-60
	Color: Safety Green, Sizes: XS - 5XL					
	Material: Hi-Viz Polyester/Silver Reflective Strips					
37	Cold Gear Base Shirts	UnderArmour	1281080	Each	\$55	1343243
	Color: Black					
	Material:					
38	Cold Gear Leggings	UnderArmour	1281108	Each	\$55	1360452
	Color: Black					
	Material:					

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
40	Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: Bartlett Police	Sanmar	NE1000 NE1020	Each	\$17	NE1000/NE1020
41	Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: BHS "B"	Sanmar	NE1000 NE1020	Each	\$17	NE1000/NE1020
42	Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: Scorpion	Sanmar	NE1000 NE1020	Each	\$17	NE1000/NE1020
43	Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: K9 Unit	Sanmar	NE1000 NE1020	Each	\$17	NE1000/NE1020
44	Collar Insignia, Three Letter - BPD Color: Polished Silver or Gold, (depending on rank) Material: Silver or Gold Plating		3/8 BPD	Each	\$7.50	B.P.D
45	Name Plate Color: Polished Silver or Gold, (depending on rank) Material: Silver or Gold Plating		08LE	Each	\$15	08LE
46	Socks, Crew Unisex (Uniform style) Color: Black, Sizes: Select Shoe Size Material: Thor-Ion Acrylic	Thor-Lo	WGX	Pair	\$10	WGX

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
47	Short Sleeve Tee Shirt Color: Black, Sizes: XS-3XL Material: Cotton, 6/pack	GIL	8000	Pack	12	8000/12
48	Short Sleeve Tee Shirt Color: White or Black, Sizes: XS-3XL Material: Cotton, 3/pack	5.11	40016	Pack	\$35	40016
49	Handcuffs, (Hinged) Material: Steel construction, nickel finish	Peerless	801	Each	\$35	801
50	Handcuffs, (Chain) Material: Steel construction, nickel finish	Peerless	P010	Each	\$25	P010
51	Flashlight, PolyStinger LED Color: Black, with AC charger	Streamlight	76813	Each	\$135	76813
52	Flashlight, Stinger LED Color: Black, with AC charger	Streamlight	75711	Each	\$115	75711
53	Flashlight, LED Color: Black, with AC charger	Coastal	HP7R	Each	\$88	HP7R
54	Shoe, Oxford, Plain Toe, Non-slip Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	2034	Pair	\$65	2034

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
55	Boot, 7" Paraboot	Rocky	2091	Pair	\$100	2091
	Color: Black, Sizes: 5-15, Width: Regular-XWide					
	Material: Full-grain black leather					
56	Boot, Fort Hood, 8"	Rocky	2149	Pair	\$85	2149
	Color: Black, Sizes: 5-15, Width: Regular-XWide					
	Material: Full-grain black leather					
57	Boot, Alpha Force	Rocky	2173	Pair	\$90	2173
	Color: Black, Sizes: 5-15, Width: Regular-XWide					
	Material: Full-grain black leather					
58	Boot, Wellington, 10"	Rocky	6300	Pair	\$95	6300
	Color: Black, Sizes: 5-15, Width: Regular-XWide					
	Material: Full-grain black leather					
59	Boot, Company					
	Color: Black, Sizes: 5-15, Width: Regular-XWide	5.11	12032	Pair	\$95	12032
	Material: Full-grain black leather					
60	Boots, Side-zip, Tactical	Bates	E02661	Pair	\$80	E02261
	Color: Black, Sizes: 6-12, Width: Regular, Wide					
	Material: Full-grain black leather					
End of Requirements						
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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
Midsouth Solutions						
Rhannon McMahan Authorized Representative (Typed or Printed)						
Rhannon McMahan Authorized Representative Signature						
Date						
6/2/2021						
9014130355						
Phone Number						
Email						
Rhannon@midsouthsolutions.net						

**CITY OF BARTLETT
POLICE DEPARTMENT UNIFORMS
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SECTION B - ACCESSORIES							
ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER	NOTES
NOTE: The following items are various brands of uniforms and other accessories. In addition, the selected vendor shall offer a percentage discount on other items carried in-store and listed online but not specified herein. Outer Carriers MUST BE Point Blank, and equivalents will be allowed on all other items.							
Class A							
1	Tie, Clip-on Color: Black Sizes: 18, 20, 22 Material: Polyester	Sam Broome	90049	Each	\$5.00	ZC570	
2	Tie, Velcro Color: Black Sizes: 18, 20, 22 Material: Polyester		90049	Each	\$5.00	ZC570	
3	Tie, Zipper Color: Black Sizes: 18, 20, 22 Material: Polyester		90049	Each	\$5.00	ZC570	
4	Class A Hat Color: Black Material: Polyester/Gabardine		R13	Each	\$60.00	HW896	
Training/Special Assignment							
5	Men's Polo Short Sleeve Shirt Color: Black or Tan, Sizes: XS-4XL Material: Poly/Cotton	Sammar	CS410	Each	\$28.00	ST147	
6	Women's Polo Short Sleeve Shirt Color: Black, Sizes: XS-4XL Material: Poly/Cotton	Sammar	CS411	Each	\$28.00	ST148	
7	Men's Polo Long Sleeve Shirt Color: Black or Tan, Sizes: XS-4XL Material: Poly/Cotton	Sammar	CS410LS	Each	\$32.00	ST037	
8	Men's Performance Polo Short Sleeve Shirt Color: Black, Sizes: XS-3XL Material: Poly/Cotton		5, 11	Each	\$34.00	SW724	

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9	Women's Performance Polo Short Sleeve Shirt Color: Black, Sizes: XS-4XL Material: Poly/Cotton	5.11	61165	Each	\$34.00	SW993	
10	Men's Performance Polo Long Sleeve Shirt Color: Black, Sizes: XS-3XL Material: Poly/Cotton	5.11	72049	Each	\$38.00	SW726	
11	Men's Cargo-style Pants, Color: Black or Khaki, Stride: 30-36" Fabric: DuPont Teflon, Waist Sizes: 28"-56"	Propper	F5252	Each	\$32.00	TU019	
12	Women's Cargo-style Pants, Color: Khaki, Stride: Regular, Tail Fabric: Polyester, Sizes: 02 to 32	Propper	F5295	Each	\$36.00	TJ008	
13	Men's Tacille Pro Pants, Color: Black or Khaki, Stride: 30-36" Fabric: DuPont Teflon, Waist Sizes: 28"-56"	5.11	74273	Each	\$38.00	TR506	
14	Women's Tacille Pro Pants, Color: Khaki, Stride: Regular, Tail Fabric: Polyester, Sizes: 02 to 32	5.11	64360	Each	\$38.00	TR642	
15	Special Event Polo Short Sleeve Shirt Color: TBD, Size: TBD Material: Poly/Cotton	5.11	71322	Each	\$44.00	ST131	

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Crossing Guards							
16	Special Event Polo Short Sleeve Shirt	5.11	71322	Each	\$44.00	ST131	
	Color: TBD, Size: TBD						
	Material: Poly/Cotton						
17	Rain Coat, Hi-Visability, Black/Yellow	Tact-Squad	6011BY	Each	\$40.00	RW089	
	Color: Safety Green, Sizes: XS - 5XL						
	Material: Hi-Viz Polyester/Silver Reflective Strips						
18	Bomber Jacket, Hi-Visability, Black/Yellow	Neese	9400SJ	Each	\$50.00	JA176	
	Color: Safety Green, Sizes: XS - 6XL						
	Material: Hi-Viz Polyester, Fleece Linner						
	M/C						
19	Leather Jacket, Pittsburgh	Taylor	4473Z	Each	\$323.00	JA330	
	Color: Black, Sizes S-4X, Reg. or Long						
	Outer Shell Material: Cowhide Leather						
20	Men's Motor Breeches	5.11	74407	Each	\$80.00	TR407	
	Color: Black or Khaki, Stride: 30-36"						
	Fabric: 76% polyester, 24% cotton with Teflon						
	Waist Sizes: 28"-56"						
21	Men's Motor Pants	5.11	74407	Each	\$80.00	TR407	
	Color: Black or Khaki, Stride: 30-36"						
	Fabric: 66% polyester/34% cotton cavalry-stretch						
	Waist Sizes: 28"-56"						
	K9						
22	Guardian ODC	Point Blank		Each	\$200.00		
	Color: Black	no alternates					
	Fabric: 500 Denier CORDURA® outer shell with fully-integrated modular customization options						

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Dispatch/Jail									
23	Men's Polo Short Sleeve Shirt	Sanmar	CS410	Each	\$32.00	ST037			
	Color: Black or Tan, Sizes: XS-4XL								
	Material: Poly/Cotton								
24	Women's Polo Short Sleeve Shirt	Sanmar	CS411	Each	\$28.00	ST148			
	Color: Black, Sizes: XS-4XL								
	Material: Poly/Cotton								
25	Men's Polo Long Sleeve Shirt	Sanmar	CS410LS	Each	\$32.00	ST037			
	Color: Black or Tan, Sizes: XS-4XL								
	Material: Poly/Cotton								
26	Men's Performance Polo Short Sleeve Shirt	5.11	71049	Each	\$34.00	SW724			
	Color: Black, Sizes: XS-3XL								
	Material: Poly/Cotton								
27	Women's Performance Polo Short Sleeve Shirt	5.11	61165	Each	\$34.00	SW993			
	Color: Black, Sizes: XS-4XL								
	Material: Poly/Cotton								
28	Men's Performance Polo Long Sleeve Shirt	5.11	72049	Each	\$38.00	SW726			
	Color: Black, Sizes: XS-3XL								
	Material: Poly/Cotton								
29	Men's Cargo-style Pants,	Propper	F5252	Each	\$32.00	TU019			
	Color: Black or Khaki, Stride: 30"-36"								
	Fabric: DuPont Teflon, Waist Sizes: 28"-56"								
30	Men's Tacite Pro Pants,	5.11	74273	Each	\$38.00	TR506			
	Color: Black or Khaki, Stride: 30"-36"								
	Fabric: DuPont Teflon, Waist Sizes: 28"-56"								

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Accessories	Blauer	160	Each	No Bid	No Bid	
31 Patrol Skull Cap Color: Black, Sizes: Regular or Oversize Material: Knitted Poly/Wool						
32 Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton	Sammar	NE1000 NE1020	Each	\$15.00	HW966	
33 Belt, Trainer Color: Black, Waist Sizes: 28" - 42" Material: Basketweave Leather	5.11	54909	Each	\$27.00	NP517	
34 Ticketbook Holder Style A, Size: 5 x 12 Material: Silver Anodized Aluminum	Posse Quality	CHP-50	Each	\$30.00	CP060	
35 Metal Clipboard Style A, Size: 5 x 12 Material: Silver Anodized Aluminum	Posse Quality	SSA-45	Each	\$30.00	CP077	
36 Safety Vest, Hi-Visability, Plain Color: Safety Green, Sizes: XS - 5XL Material: Hi-Viz Polyester/Silver Reflective Strips	Tact-Squad	DC-60	Each	\$25.00	HS1025	
37 Cold Gear Base Shirts Color: Black Material:	Under Armour	1281080	Each	\$35.00	UX585	
38 Cold Gear Leggings Color: Black Material:	Under Armour	1281108	Each	\$35.00	UX587	
40 Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: Bartlett Police	Sammar	NE1000 NE1020	Each	\$15.00	HW966	
41 Ball Cap, Fitted, Mesh back Color: Black or Tan, Material: Cotton, Logo: BHS "B"	Sammar	NE1000 NE1020	Each	\$15.00	HW966	

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42	Ball Cap, Fitted, Mesh back	Sanmar	NE1000	Each	\$15.00	HW966	
	Color: Black or Tan,		NE1020				
	Material: Cotton, Logo: Scorpion						
43	Ball Cap, Fitted, Mesh back	Sanmar	NE1000	Each	\$15.00	HW966	
	Color: Black or Tan,		NE1020				
	Material: Cotton, Logo: K9 Unit						
44	Collar Insignia, Three Letter - BPD		3/8 BPD	Each	\$17.00	CB074	
	Color: Polished Silver or Gold, (depending on rank)						
	Material: Silver or Gold Plating						
45	Name Plate		08LE	Each	\$12.00	NT091	
	Color: Polished Silver or Gold, (depending on rank)						
	Material: Silver or Gold Plating						
46	Socks, Crew Unisex (Uniform style)	Thor-Lo	WGX	Pair	\$10.00	FW955	
	Color: Black, Sizes: Select Shoe Size						
	Material: Thor-Ion Acrylic						
47	Short Sleeve Tee Shirt	GIL	8000	Pack	\$5.00	TS658	
	Color: Black, Sizes: XS-3XL						
	Material: Cotton, 6/pack						
48	Short Sleeve Tee Shirt		5.11	Pack	\$18.00	TS587	
	Color: White or Black, Sizes: XS-3XL						
	Material: Cotton, 3/pack						
49	Handcuffs, (Hinged)	Peerless	801	Each	\$32.00	RS005	
	Material: Steel construction, nickel finish						
50	Handcuffs, (Chain)	Peerless	P010	Each	\$18.00	RS298	
	Material: Steel construction, nickel finish						

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51	Flashlight, PolySinger LED Color: Black, with AC charger	Streamlight	76813	Each	\$120.00	FL863	
52	Flashlight, Stinger LED Color: Black, with AC charger	Streamlight	75711	Each	\$100.00	FL622	
53	Flashlight, LED Color: Black, with AC charger	Coastal	HP7R	Each	\$70.00	FH679	
Footwear							
54	Shoe, Oxford, Plain Toe, Non-slip Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	2034	Pair	\$65.00	SP138	
55	Boot, 7" Paraboost Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	2091	Pair	\$95.00	SP420	
56	Boot, Fort Hood, 8" Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	2149	Pair	\$75.00	SP650	
57	Boot, Alpha Force Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	2173	Pair	\$75.00	SP529	
58	Boot, Wellington, 10" Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	Rocky	6300	Pair	\$85.00	SP644	
59	Boot, Company Color: Black, Sizes: 5-15, Width: Regular-XWide Material: Full-grain black leather	5.11	12032	Pair	\$85.00	FW408	
60	Boots, Side-zip, Tactical Color: Black, Sizes: 6-12, Width: Regular, Wide Material: Full-grain black leather	Bates	E02661	Pair	\$75.00	SP403	
End of Requirements							
Signatures - next page							

Packet Pg. 245

8018

Vendor Name and Initials: Galls, LLC DS

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SECTION A - BLAUER UNIFORMS						
ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
NOTE: Only Blauer brand uniforms will be accepted for this bid. In addition, the selected vendor shall offer a percentage discount on other items carried in-store and listed online but not specified herein. Alternates will NOT be accepted for this appendix.						
	Class A					
1	Men's Class A Poly Long Sleeve Shirt	Blauer	8600-Z	Each	\$45	8600Z
	Color: Black, Neck Sizes: 14"-22"					
	Material: Poly/Cotton					
2	Women's Class A Poly Long Sleeve Shirt	Blauer	8600W-Z	Each	\$45	8600WZ
	Color: Black, Sizes: 30 to 48					
	Material: Poly/Cotton					
3	Men's Regular Poly Pants	Blauer	8650T	Each	\$43	8650T
	Color: Black, Stride: Short, Regular, Long					
	Fabric: Polyester Waist Sizes: 28"-42"					
4	Women's Regular Poly Pants	Blauer	8650WT	Each	\$43	8650WT
	Color: Black, Stride: Regular, Tall					
	Fabric: Polyester Sizes: 02 to 32					
5	Men's Regular Poly Pants	Blauer	8650	Each	\$43	8650T
	Color: Black, Stride: Short, Regular, Long					
	Fabric: Polyester Waist Sizes: 28"-42"					
6	Women's Regular Poly Pants	Blauer	8650W	Each	\$43	8650WT
	Color: Black, Stride: Regular, Tall					
	Fabric: Polyester Sizes: 02 to 32					
7	Men's Fleece Lined Sweater	Blauer	225	Each	\$92	225
	Color: Black					
	Fabric: Hi-performance blend					

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	Class B and Class B Alternate					
8	Men's Supershirt Poly Long Sleeve Shirt Color: Black, Neck Sizes: 14"-22" Material: Poly/Cotton	Blauer	8671	Each	\$72	8671
9	Women's Supershirt Poly Long Sleeve Shirt Color: Black, Sizes: 30 to 48 Material: Poly/Cotton	Blauer	8671W	Each	\$72	8671W
10	Men's Supershirt Poly Short Sleeve Shirt Color: Black, Neck Sizes: 14"-22" Material: Poly/Cotton	Blauer	8676	Each	\$70	8676
11	Women's Supershirt Poly Short Sleeve Shirt Color: Black, Sizes: 30 to 48 Material: Poly/Cotton	Blauer	8676W	Each	\$70	8676W
12	Men's Covert Tactical Pants, Color: Black, Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Blauer	8666	Each	\$58	8666
13	Men's Ballistic Plate Carrier, Armorskin Color: Black, Sizes: XS-5XL, Short to 2XTail Material: 100% Polyester	Blauer	8360XP	Each	\$100	8360XP
14	Armourskin Tacvest Color: Black Material: Rugged 600D shell fabric	Blauer	8375XP	Each	\$105	8375XP

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
15	Men's Base Short Sleeve Shirt, FlexRS Color: Black, Sizes: XS-5XL, Length 31"-39" Material: 100% Polyester	Blauer	8362	Each	\$46	8362
16	Men's Base Long Sleeve Shirt, FlexRS Color: Black, Sizes: XS-5XL, Length 31"-39" Material: 100% Polyester Outer Wear	Blauer	8361	Each	\$48	8361
17	Lightweight Tac shell Jacket w/Waterproof Lining Color: Black Sizes: XS - 3X Outer Shell Material: Nylon	Blauer	9820	Each	\$215	9820
18	Softshell Fleece Liner Color: Black, Sizes: XS - 5XL Material: Proprietary stretch nylon faced fabric	Blauer	4660	Each	\$115	4660
19	Softshell Fleece Liner HV Color: Black, Sizes: XS - 5XL Material: Lightweight fleece-lined design with water-resistant finish	Blauer	4670	Each	\$118	4670
20	B Dry Reversible Rain Jacket, Waist Color: Black, Sizes: S - 3X Material: Polyurthane/Nylon	Blauer	233R	Each	\$125	223R
21	B Dry Reversible Rain Jacket, Long Color: Black, Sizes: S - 3X Material: Polyurthane/Nylon	Blauer	733	Each	\$125	733

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	Training/Special Assignment					
22	Men's Tactical Pants, Flexforce Color: Blue/ Black/Khaki, Stride: Regular Fabric: Nylon/Poly, Waist Sizes: 02-28	Blauer	8823	Each	\$75	8823
23	Women's Tactical Pants, Flexforce Color: Blue/ Black/Khaki, Stride: Regular Fabric: Nylon/Poly, Waist Sizes: 02-28	Blauer	8823W	Each	\$75	8823W
	Crossing Guards					
24	Women's Polo Short Sleeve Shirt, Hi-Vis Color: Black or Tan, Sizes: XS-5XL Material: 100% Polyester	Blauer	8137	Each	\$75	8137
25	Women's Polo Long Sleeve Shirt, Hi-Vis Color: Black or Tan, Sizes: XS-5XL Material: 100% Polyester	Blauer	8147	Each	\$80	8147
26	Men's Tactical Pants, FlexRS Color: Khaki, Stride: Short, Tall Fabric: Nylon/Poly, Waist Sizes: 28"-56"	Blauer	8666	Each	\$58	8666
27	Women's Tactical Pants, FlexRS Color: Khaki, Stride: Regular, Tall Fabric: Polyester, Sizes: 02 to 32	Blauer	8666W	Each	\$58	8666W
28	Men's Tactical Pants, Color: Black, Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Blauer	8823	Each	\$75	8823

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ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
29	Women's Tactical Pants, Color: Khaki, Stride: Regular, Tall Fabric: Polyester , Sizes: 02 to 32	Blauer	8823W	Each	\$75	8823W
	M/C					
30	Tacshell Jacket, Hi-Visibility, Black/Yellow Color: Safety Green, Sizes: XS - 6XL Material: Hi-Viz Polyester, Fleece Liner	Blauer	9870V	Each	\$195	9870V
31	Supershell Jacket, Hi-Visibility, Black/Yellow Color: Safety Green, Sizes: XS - 6XL Material: Hi-Viz Polyester, Fleece Liner	Blauer	9970V	Each	\$325	9970V
32	Rain Pants Color: Safety Green, Sizes: XS - 5XL Material: Hi-Viz Polyester/Silver Reflective Strips	Blauer	134-1	Each	\$69	134-1
	Bike					
33	Men's FlexRS Shorts Color: Black, Stride: Regular Fabric: Stretch Nylon/Poly, Waist Sizes: 28"-52"	Blauer	8667	Each	\$45	8667
	SWAT					
34	Men's Cargo Pocket Pants, Color: Black, Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28" 42"	Blauer	8665	Each	\$58	8666

POLICE DEPARTMENT UNIFORMS

FY2021-05-039

ITEM #	ITEM DESCRIPTION	SPECIFIC BRAND	Mfg. #	UNIT	UNIT PRICE	VENDOR ITEM NUMBER
	K9					
35	Men's Cargo Pocket Pants, Color: Black, Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Blauer	8665	Each	\$58	8665
36	Men's BDU Tactical Pants, Color: Black, Stride: Short, Regular, Long Fabric: Polyester Waist Sizes: 28"-42"	Blauer	8830	Each	\$54	8831
37	Men's BDU Tactical Shirt Color: Black, Neck Sizes: 14"-22" Material: Poly/Cotton	Blauer	8730	Each	\$50	8731
38	Men's BDU Tactical Shirt Color: Black, Neck Sizes: 14"-22" Material: Poly/Cotton	Blauer	8740	Each	\$52	8741
39	Underwear, Sports Brief Color: Black, Waist Sizes: XS - 2XL Material: Cotton/Lycra	Blauer	8006	Each	\$24	8006

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for May 2021.



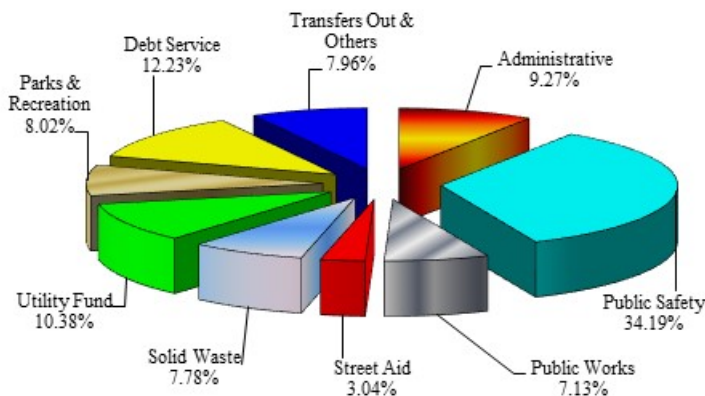
City of Bartlett

FINANCIAL REPORT

May 31, 2021

Total Expenditures, FY 2021 Budget: \$85,955,789

WHERE THE \$ GOES (Does not include School)

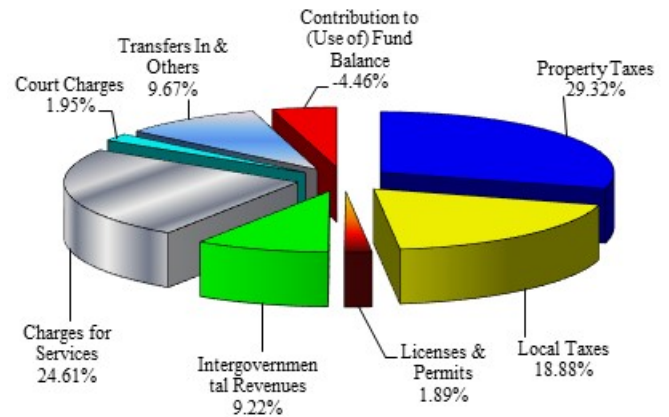


BUDGET HIGHLIGHTS

- Local and State Sales Taxes are exceeding budget while Local Charges for Services are below budget. Other revenues are within budget.
- 2nd delinquent property tax notices will be sent at the end of June.
- Fiscal Year 2022 budget were presented to the Board of Mayor and Aldermen on May 11.

Total Revenues, FY 2021 Budget: \$85,955,789

WHERE THE \$ COMES FROM (Does not include School)



FY 2021 YEAR-TO-DATE For The Period Ending May 31, 2021

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,319,463	\$ 6,358,040
Public Safety	28,675,627	26,387,086
Public Works	6,004,981	4,864,092
Parks and Recreation	6,289,003	5,040,094
Performing Arts	601,966	429,866
Transfers & Other Gen. Fund Items	6,084,019	5,905,268
Subtotal	\$ 54,975,059	\$ 48,984,446
General Fund Revenues		
Property Taxes	\$ 25,205,000	\$ 25,895,958
Local Taxes	12,948,653	12,342,212
Building and Development Fees	1,626,500	1,269,805
Intergovernmental	5,763,000	5,128,214
Charges for Services	3,413,000	2,644,185
Court Charges	1,410,000	1,384,467
Other Revenue	4,608,906	4,636,570
Subtotal	\$ 54,975,059	\$ 53,301,411
Special Rev. Funds - Expenditures	\$ 11,549,138	\$ 11,057,845
Special Rev. Funds - Revenues	\$ 11,549,138	\$ 14,944,248
Utility Expenses	\$ 9,712,500	\$ 7,772,456
Utility Revenues	\$ 9,712,500	\$ 8,550,007
Debt Service Expenditures	\$ 9,288,449	\$ 9,168,544
Debt Service Revenues	\$ 9,288,449	\$ 7,982,428
Total Expenditures	\$ 85,525,146	\$ 76,983,292
Total Revenues	\$ 85,525,146	\$ 84,778,094

Note: FY 2021 Adopted Budget includes use of fund balance in the General Fund, the Special Revenue Funds, the Utility and the Debt Service Fund.

Attachment: May21FinRprt (2981 : Treasurer's Report for May 2021.)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending May 31, 2021

	FY 2020 Actual	FY 2021 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2020	Year-to-Date Actual FY 2021	Increase/ Decrease in \$	Percent of FY 2020 Actual	Percent of FY 2021 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,751,319	\$ 7,319,463	\$ (431,856)	\$ 6,644,036	\$ 6,358,040	\$ (285,996)	85.71%	86.86%	1.15%
Public Safety	27,760,465	28,675,627	915,162	26,232,876	26,387,086	154,210	94.50%	92.02%	-2.48%
Public Works	6,458,857	6,004,981	(453,876)	5,938,228	4,864,092	(1,074,136)	91.94%	81.00%	-10.94%
Parks and Recreation	5,240,721	6,120,690	879,969	5,053,564	5,040,094	(13,470)	96.43%	82.35%	-14.08%
Performing Arts	595,582	770,279	174,697	573,834	429,866	(143,968)	96.35%	55.81%	-40.54%
Transfers & Other Gen. Fund Items	5,513,783	6,084,019	570,236	5,501,019	5,905,268	404,249	99.77%	97.06%	-2.71%
Total General Fund Expenditures	\$ 53,320,726	\$ 54,975,059	\$ 1,654,333	\$ 49,943,557	\$ 48,984,446	\$ (959,111)	93.67%	89.10%	-4.56%
General Fund Revenues									
Property Taxes	\$ 26,104,843	\$ 25,205,000	\$ (899,843)	\$ 25,872,675	\$ 25,895,958	\$ 23,284	99.11%	102.74%	3.63%
Local Taxes	13,754,798	12,948,653	(806,145)	10,819,735	12,342,212	1,522,477	78.66%	95.32%	16.66%
Building and Development Fees	1,543,949	1,626,500	82,551	1,261,798	1,269,805	8,006	81.73%	78.07%	-3.66%
Intergovernmental	6,462,189	5,763,000	(699,189)	4,705,075	5,128,214	423,139	72.81%	88.99%	16.18%
Charges for Services	3,529,930	3,413,000	(116,930)	3,175,374	2,644,185	(531,189)	89.96%	77.47%	-12.48%
Court Charges	1,209,473	1,410,000	200,527	1,045,076	1,384,467	339,390	86.41%	98.19%	11.78%
Other Revenue	480,352	4,608,906	4,128,554	303,622	4,636,570	4,332,948	63.21%	100.60%	37.39%
Total General Fund Revenues	\$ 53,085,534	\$ 54,975,059	\$ 1,889,525	\$ 47,183,356	\$ 53,301,411	\$ 6,118,055	88.88%	96.96%	8.07%
Special Revenue Funds									
Street Aid Fund	\$ 2,482,694	\$ 2,610,000	\$ 127,306	\$ 2,189,920	\$ 1,789,035	\$ (400,885)	88.21%	68.55%	-19.66%
Solid Waste Fund	6,857,392	7,282,780	425,388	6,247,425	5,492,658	(754,767)	91.10%	75.42%	-15.69%
General Improvement Fund	803,953	820,500	16,547	624,072	514,621	(109,451)	77.63%	62.72%	-14.90%
Drug Enforcement Fund	123,191	306,200	183,009	118,206	90,744	(27,462)	95.95%	29.64%	-66.32%
DEA Enforcement Fund	141,454	378,700	237,246	141,154	91,946	(49,208)	99.79%	24.28%	-75.51%
Drainage Control Fund	106,946	120,558	13,612	99,230	102,295	3,066	92.79%	84.85%	-7.93%
Park Improvement Fund	22,700	0	(22,700)	22,700	136,319	113,619	0.00%	0.00%	0.00%
E-Citation Fund	9,608	30,400	20,792	9,608	15,656	6,048	0.00%	51.50%	51.50%
Grant Funds	1,387,330	0	(1,387,330)	352,868	2,824,572	2,471,704	25.44%	0.00%	-25.44%
Special Revenue Funds - Expenditures	\$ 11,935,268	\$ 11,549,138	\$ (386,130)	\$ 9,805,182	\$ 11,057,845	\$ 1,252,663	82.15%	95.75%	13.59%
Special Revenue Funds - Revenues	\$ 11,998,984	\$ 11,549,138	\$ (449,846)	\$ 9,902,723	\$ 14,944,248	\$ 5,041,525	82.53%	129.40%	46.87%
Utility Fund									
Total Utility Operations	\$ 7,020,778	\$ 8,921,824	\$ 1,901,046	\$ 6,468,237	\$ 6,604,971	\$ 136,734	92.13%	74.03%	-18.10%
Total Utility Debt Expenses	1,160,668	1,221,319	60,652	1,176,384	1,167,485	(8,899)	101.35%	95.59%	-5.76%
Total Utility Expenses	\$ 8,181,445	\$ 10,143,143	\$ 1,961,698	\$ 7,644,621	\$ 7,772,456	\$ 127,834	93.44%	76.63%	-16.81%
Total Utility Revenues	\$ 9,693,500	\$ 10,143,143	\$ 449,643	\$ 8,714,572	\$ 8,550,007	\$ (164,565)	89.90%	84.29%	-5.61%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,609,215	\$ 9,288,449	\$ 679,234	\$ 8,607,151	\$ 9,168,544	\$ 561,394	99.98%	98.71%	-1.27%
Total Debt Service Revenues	\$ 8,138,085	\$ 9,288,449	\$ 1,150,364	\$ 7,248,861	\$ 7,982,428	\$ 733,568	89.07%	85.94%	-3.13%
Total Expenditures	\$ 82,046,655	\$ 85,955,789	\$ 3,909,134	\$ 76,000,511	\$ 76,983,292	\$ 982,781	92.63%	89.56%	-3.07%
Total Revenues	\$ 82,916,103	\$ 85,955,789	\$ 3,039,686	\$ 73,049,511	\$ 84,778,094	\$ 11,728,583	88.10%	98.63%	10.53%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2974)

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2974

Resolution 16-21, a resolution to amend the Fiscal Year 2021 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund budget and other School Special Revenue Fund budgets, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 8-9, has approved a budget amendment May 22, 2021 to its FY2021 General Purpose School Fund by increasing expenditures \$1,600,496.45 and to its Education Capital Projects Fund for \$215,000 for increases to Academy Fence and Applying Fire Alarm System; and

WHEREAS, resolution 8-9 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendments to the FY2021 Education Capital Projects Fund and the FY2021 General Purpose School Fund of the Bartlett City Board of Education are approved.

Adopted this day of June 22, 2021

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 8-9

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2020-2021 FISCAL YEAR ANNUAL GENERAL PURPOSE FUND AND EDUCATIONAL CAPITAL PROJECTS FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the General Purpose Fund Budget and Education Capital Projects Fund Budget change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the General Purpose Fund Budget and Education Capital Projects Fund Budget for the 2020-2021 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2020-21 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$33,013,155
General Purpose Fund balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$33,013,155 to \$32,591,755	(\$421,400)
Amended General Purpose Fund Balance	\$32,591,755
2020-21 GENERAL PURPOSE FUND BUDGET REVENUES	\$86,451,428
Revenues are amended in the following categories:	
141-46511-00000-000-0000-0000 Employee Bonus – Additional Salary Payments is amended from \$44,901,937 to \$45,281,837	\$380,000
141-46590-00000-860-0000-0000 Summer Learning Camp is amended from \$0 to \$588,320.30	\$588,320.30
141-46590-00000-861-0000-0000 Summer Bridge Camp is amended from \$0 to \$257,684.64	\$257,684.64

141-46590-00000-862-0000-0000 STREAM Mini Camp is amended from \$0 to \$168,091.51	\$168,091.51
Amended 2020-21 General Purpose Fund Budget Revenues	\$87,845,524.45
2020-21 GENERAL PURPOSE FUND BUDGET EXPENDITURES	\$92,066,428
Expenditures are amended in the following categories:	
141-xxxxx-1xxxxx-xxx-xxxx-xxxx (Salary accounts in all functions) is amended from \$55,172,279 to \$55,673,879	\$501,600
141-Xxxxxx-20100-xxx-xxxx-0000 (OASDI in all functions) is amended from \$3,414,303 to \$3,445,368	\$31,065
141-xxxxx-21200-xxx-xxxx-0000 (Medicare in all functions) is amended from \$798,507 to \$805,777	\$7,270
141-xxxxx-20400-xxx-xxxx-0000 (TCRS in all functions) is amended from \$5,562,130 to \$5,608,595	\$46,465
141-71100-11600-860-0030-0000 Summer Learning Camp – Teachers is amended from \$0 to \$263,120	\$263,120
141-71100-16300-860-0030-0000 Summer Learning Camp – Educational Assistants is amended from \$0 to \$33,710.56	\$33,710.56
141-71100-20100-860-0030-0000 Summer Learning Camp – Social Security is amended from \$0 to \$18,403.49	\$18,403.49
141-71100-20400-860-0030-0000 Summer Learning Camp – State Retirement is amended from \$0 to \$30,484.49	\$30,484.49
141-71100-21200-860-0030-0000 Summer Learning Camp – Employee Medicare is amended from \$0 to \$4,304.04	\$4,304.04
141-71100-31200-860-0030-0000 Summer Learning Camp – Contracts with Private Agencies is amended from \$0 to \$1,920	\$1,920
141-71100-42900-860-0030-0000 Summer Learning Camp – Instructional Supplies and Materials is amended from \$0 to \$11,980	\$11,980
141-71100-49900-860-0030-0000 Summer Learning Camp – Other Supplies & Materials is amended from \$0 to \$1,900	\$1,900
141-71100-72200-860-0030-0000 Summer Learning Camp – Reg Instruction Equipment is amended from \$0 to \$165,630.28	\$165,630.28

141-72120-13100-860-0030-0000 Summer Learning Camp – Medical Personnel is amended from \$0 to \$3,646.24	\$3,646.24
141-72120-20100-860-0030-0000 Summer Learning Camp – Social Security is amended from \$0 to \$226.06	\$226.06
141-72120-20400-860-0030-0000 Summer Learning Camp – State Retirement is amended from \$0 to 374.46	\$374.46
141-72120-21200-860-0030-0000 Summer Learning Camp – Employer Medicare is amended from \$0 to \$52.87	\$52.87
141-72120-49900-860-0030-0000 Summer Learning Camp – Other Supplies and Materials is amended from \$0 to \$1,200	\$1,200
141-72130-17000-860-0030-0000 Summer Learning Camp – School Resource Officer is amended from \$0 to \$3,713.28	\$3,713.28
141-72130-20100-860-0030-0000 Summer Learning Camp – Social Security is amended from \$0 to \$230.22	\$230.22
141-72130-20400-860-0030-0000 Summer Learning Camp – State Retirement is amended from \$0 to \$381.35	\$381.35
141-72130-21200-860-0030-0000 Summer Learning Camp – Employer Medicare is amended from \$0 to \$53.84	\$53.84
141-72410-10400-860-0030-0000 Summer Learning Camp – Office of Principal is amended from \$0 to \$6,890	\$6,890
141-72410-16200-860-0030-0000 Summer Learning Camp – Clerical is amended from \$0 to \$2,515.76	\$2,515.76
141-72410-20100-860-0030-0000 Summer Learning Camp – Social Security is amended from \$0 to \$583.16	\$583.16
141-72410-20400-860-0030-0000 Summer Learning Camp – State Retirement is amended from \$0 to \$965.97	\$965.97
141-72410-21200-860-0030-0000 Summer Learning Camp – Employer Medicare is amended from \$0 to \$136.39	\$136.39
141-72610-32800-860-0030-0000 Summer Learning Camp – Janitorial is amended from \$0 to \$8,029	\$8,029

141-72710-31200-860-0030-0000 Summer Learning Camp – Contracts with Private Agencies is amended from \$0 to \$16,707	\$16,707
141-73100-10500-860-0030-0000 Summer Learning Camp – Supervisor/Director Food Service is amended from \$0 to \$1,276.80	\$1,276.80
141-73100-16500-860-0030-0000 Summer Learning Camp – Café Personnel is amended from \$0 to \$8,188.80	\$8,188.80
141-73100-20100-860-0030-0000 Summer Learning Camp – Social Security is amended from \$0 to \$586.87	\$586.87
141-73100-20400-860-0030-0000 Summer Learning Camp – State Retirement is amended from \$0 to \$972.12	\$972.12
141-73100-21200-860-0030-0000 Summer Learning Camp – Employer Medicare is amended from \$0 to \$137.25	\$137.25
141-71100-11600-861-0033-0000 Summer Bridge Camp – Teachers is amended from \$0 to \$145,200	\$145,200
141-71100-16300-861-0033-0000 Summer Bridge Camp – Educational Assistants is amended from \$0 to \$4,094.40	\$4,094.40
141-71100-20100-861-0033-0000 Summer Bridge Camp – Social Security is amended from \$0 to \$9,256.25	\$9,256.25
141-71100-20400-861-0033-0000 Summer Bridge Camp – State Retirement is amended from \$0 to \$15,332.53	\$15,332.53
141-71100-21200-861-0033-0000 Summer Bridge Camp – Employer Medicare is amended from \$0 to \$2,664.77	\$2,664.77
141-71100-39900-861-0033-0000 Summer Bridge Camp – Other Contracted Services is amended from \$0 to \$960	\$960
141-71100-42900-861-0033-0000 Summer Bridge Camp – Instructional Supplies and Materials is amended from \$0 to \$11,453.75	\$11,453.75
141-72120-13100-861-0033-0000 Summer Bridge Camp – Medical Personnel is amended from \$0 to \$4,207.20	\$4,207.20
141-72120-20100-861-0033-0000 Summer Bridge Camp – Social Security is amended from \$0 to \$260.85	\$260.85

141-72120-20400-861-0033-0000 Summer Bridge Camp – State Retirement is amended from \$0 to \$432.08	\$432.08
141-72120-21200-861-0033-0000 Summer Bridge Camp – Employer Medicare is amended from \$0 to \$61	\$61
141-72130-17000-861-0033-0000 Summer Bridge Camp – School Resource Officer is amended from \$0 to \$3,713.28	\$3,713.28
141-72130-20100-861-0033-0000 Summer Bridge Camp – Social Security is amended from \$0 to \$230.22	\$230.22
141-72130-20400-861-0033-0000 Summer Bridge Camp – State Retirement is amended from \$0 to \$381.35	\$381.35
141-72130-21200-861-0033-0000 Summer Bridge Camp – Employer Medicare is amended from \$0 to \$53.64	\$53.64
141-72410-10400-861-0033-0000 Summer Bridge Camp – Office of Principal is amended from \$0 to \$7,950	\$7,950
141-72410-16200-861-0033-0000 Summer Bridge Camp – Clerical is amended from \$0 to \$2,902.80	\$2,902.80
141-72410-20100-861-0033-0000 Summer Bridge Camp – Social Security is amended from \$0 to \$672.87	\$672.87
141-72410-20400-861-0033-0000 Summer Bridge Camp – State Retirement is amended from \$0 to \$1,114.59	\$1,114.59
141-72410-21200-861-0033-0000 Summer Bridge Camp – Employer Medicare is amended from \$0 to \$157.37	\$157.37
141-72610-32800-861-0033-0000 Summer Bridge Camp – Janitorial is amended from \$0 to \$8,029	\$8,029
141-72710-31200-861-0033-0000 Summer Bridge Camp – Contracts with Private Agencies is amended from \$0 to \$16,707	\$16,707
141-73100-10500-861-0033-0000 Summer Bridge Camp – Supervisor/Director Food Service is amended from \$0 to \$1,276.80	\$1,276.80
141-73100-16500-861-0033-0000 Summer Bridge Camp – Café Personnel is amended from \$0 to \$5,459.20	\$5,459.20

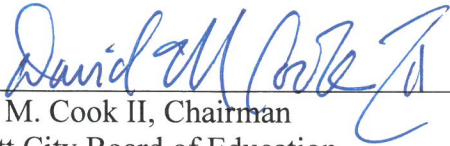
141-73100-20100-861-0033-0000 Summer Bridge Camp – Social Security is amended from \$0 to \$417.03	\$417.03
141-73100-20400-861-0033-0000 Summer Bridge Camp – State Retirement is amended from \$0 to \$691.79	\$691.79
141-73100-21200-861-0033-0000 Summer Bridge Camp – Employer Medicare is amended from \$0 to \$97.67	\$97.67
141-73100-42200-861-0033-0000 Summer Bridge Camp – Food Supplies is amended from \$0 to \$13,907.20	\$13,907.20
141-71100-11600-862-0030-0000 STREAM Mini Camp – Teachers is amended from \$0 to \$80,960	\$80,960
141-71100-16300-862-0030-0000 STREAM Mini Camp – Educational Assistants is amended from \$0 to \$9,826.56	\$9,826.56
141-71100-20100-862-0030-0000 STREAM Mini Camp – Social Security is amended from \$0 to \$5,628.77	\$5,628.77
141-71100-20400-862-0030-0000 STREAM Mini Camp – State Retirement is amended from \$0 to \$9,323.78	\$9,323.78
141-71100-21200-862-0030-0000 STREAM Mini Camp – Employer Medicare is amended from \$0 to \$1,316.41	\$1,316.41
141-71100-42900-862-0030-0000 STREAM Mini Camp – Instructional Supplies and Materials is amended from \$0 to \$19,250	\$19,250
141-71100-49900-862-0030-0000 STREAM Mini Camp – Other Supplies and Materials is amended from \$0 to \$5,301.10	\$5,301.10
141-71100-72200-862-0030-0000 STREAM Mini Camp – Regular Instruction Equipment is amended from \$0 to \$28,564.01	\$28,564.01
141-72120-13100-862-0030-0000 STREAM Mini Camp – Medical Personnel is amended from \$0 to \$560.96	\$560.96
141-72120-20100-862-0030-0000 STREAM Mini Camp – Social Security is amended from \$0 to \$34.78	\$34.78
141-72120-20400-862-0030-0000 STREAM Mini Camp – State Retirement is amended from \$0 to \$57.61	\$57.61

141-72120-21200-862-0030-0000 STREAM Mini Camp – Employer Medicare is amended from \$0 to \$8.13	\$8.13
141-72410-10400-862-0030-0000 STREAM Mini Camp – Office of Principal is amended from \$0 to \$1,060	\$1,060
141-72410-16200-862-0030-0000 STREAM Mini Camp – Clerical is amended from \$0 to \$387.04	\$387.04
141-72410-20100-862-0030-0000 STREAM Mini Camp – Social Security is amended from \$0 to \$89.72	\$89.72
141-72410-20400-862-0030-0000 STREAM Mini Camp – State Retirement is amended from \$0 to \$148.61	\$148.61
141-72410-21200-862-0030-0000 STREAM Mini Camp – Employer Medicare is amended from \$0 to \$20.98	\$20.98
141-72610-32800-862-0030-0000 STREAM Mini Camp – Janitorial is amended from \$0 to \$5,553.05	\$5,553.05
Amended 2020-21 General Fund Budget Expenditures	\$93,666,924.45
2020-21 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES	\$13,471,451.56
Revenues are amended in the following categories:	
177-49800-00000-000-0000-5320 Transfers In from General Fund – Academy Fence is amended from \$130,000 to \$145,000	\$15,000
177-49800-00000-000-0000-5470 Transfer In from General Fund – Applying Fire Alarm System is amended from \$0 to \$200,000	\$200,000
Amended 2020-21 Education Capital Projects Fund Budget Revenues	\$13,686,451.56
2020-21 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES	\$13,471,451.56
Expenditures are amended in the following categories:	
177-91300-70700-000-0000-5320 Academy Fence is amended from \$130,000 to \$145,000	\$15,000
177-91300-70700-000-0000-5470 Applying Fire Alarm System is amended from \$0 to \$200,000	\$200,000
Amended 2020-21 Education Capital Projects Fund Budget Expenditures	\$13,686,451.56

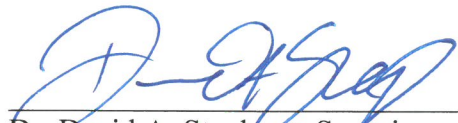
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective Thursday May 27, 2021 from and after its adoption by the Bartlett City Board of Education.

Adopted this 27 day of May, 2021.



David M. Cook II, Chairman
Bartlett City Board of Education



Dr. David A. Stephens, Superintendent
Bartlett City Board of Education



APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2983)

Meeting: 06/22/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2983

Resolution 17-21, a resolution to transfer \$250,000.00 from fund balance in the General Fund to the Capital Improvement Projects Fund for the purpose of providing resources for Parks and Recreation, Performing Arts, and Fire Department projects.

WHEREAS, the City of Bartlett Parks and Recreation Department, the Bartlett Performing Arts and Conference Center, and the Bartlett Fire Department have approved projects and available funds included in their respective FY2021 budgets; and

WHEREAS, due to COVID-19 restrictions, these projects have been delayed in implementation, and

WHEREAS, the City of Bartlett wishes to provide funding in its Capital Improvement Program Fund to allow completion of these important city projects;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund transfer funds from its fund balance in the amount of \$250,000 to the Capital Improvement Projects Fund to provide funding from its FY2021 operating budget for the following purposes.

Account	Description	Debit	Credit
110.46000.999	Transfer to CIP Fund	\$250,000	
110.44100.921	Singleton Bldg. Improv.		\$50,000
110.44200.921	Athletics-Gym Improv.		\$50,000
110.45400.939	BPACC Equipment		\$50,000
110.42300.939	Ambulance Equip		\$30,000
110.42200.939	Fire Dept Equipment		\$70,000

Adopted this day of June 22, 2021

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/22/21 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Appoint J.J. Leatherwood as Chief Inspector for Police, effective July 1, 2021.