

City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 13, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

Historic Preservation Commission, June 19 at 7 p.m.

Bartlett Arts Council, June 20 at 6 p.m.

Family Assistance Commission, June 26 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the May 23, 2023 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

1 Purchase and installation of emergency vehicle equipment for four police vehicles. (Jeff Cox, Police Chief)

Recommend purchase and installation of emergency vehicle equipment from Comserv Wireless for four new police vehicles at \$11,998.00 each for a total cost of \$47,992.00.

Funds are available in Account 135.42100.785.20324.

2 Purchase of 2023 Dodge Durango. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting quote from Chrysler Dodge Jeep RAM Fiat of Columbia, as part of State of Tennessee's State-Wide Vehicle Contract, for a total cost of \$39,622.00.

Funds are available in Account 11044000.935.

3 Site Plan Contract for Zaxby's. (John Horne, Director of Engineering)

The developer, Memphis Restaurant Holdings, LLC, will pay \$23,386.99 in City fees. The bond is set at \$74,635.00.

4 Contract for Fletcher Creek Greenway Phase 4 environmental and design services. (John Horne, Director of Engineering)

Recommend accepting the environmental and design contract proposal from Barge Design Solutions, Inc. in the amount of \$298,670.00. Funds are available in Account 311.48311.772.4514.

5 Mixed Used Contract for Union Depot Phase 1A. (John Horne, Director of Engineering)

Phase 1A for Union Depot is shown in the attached drawing called PH1A Roads. Phase 1A only includes the road construction for the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. It also includes the public water, sewer, and drainage utilities within these roads. Furthermore, there is no subdivision of property within this phase. Later phases will subdivide this portion of land and will require a subdivision contract. The developer, Blue Sky Communities, Inc., will pay \$79,036.32 in City fees. The bond is set at \$280,496.35.

6 Mixed Used Contract for Union Depot Phase 1B. (John Horne, Director of Engineering)

Phase 1B for Union Depot is shown in the attached drawing called Union Depot Phases Map. Phase 1B includes public water, sewer, and drainage utilities for the lofts known as The Westerly. This phase also includes the sewer holding tanks and a new waterline on Hwy 70. The developer, Blue Sky Communities, Inc., will pay \$308,291.76 in City fees. The bond is set at \$1,779,826.48.

7 Residential Subdivision Contract Union Depot Phase 2A Modified for Minimum Bond. (John Horne, Director of Engineering)

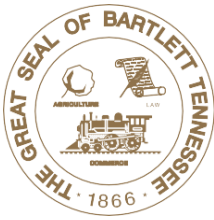
Phase 2A for Union Depot is shown in the attached drawing called Union Depot Phases Map. Phase 2A subdivides the property around the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. These roads were constructed during Phase 1A. It also includes additional public water, sewer, and drainage utilities. The developer, Blue Sky Communities, Inc., will pay \$252,467.48 in City fees. The bond is set at \$73,000.00.

NEW BUSINESS**I Appoint Cassi Montoya to the Pension Board (Defined Benefit Plan) and the Retirement Plan Committee (Cash Balance Plan). (David Parsons, Mayor)**

- 2 Resolution 13-23, a resolution to amend the FY2023 Capital Improvement Fund, Grant Fund and the Park Improvements Fund to provide funding for Deermont Park Paving Project. (Dick Phebus, Director of Finance)**
- 3 Bid for FY2023 Deermont Park Paving Project. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the sole bid from Ferrell Paving Inc. at a cost of \$269,607.00.
Funds are available in Account 312.48312.780.51223.
- 4 Resolution 15-23, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Federal and State Special Revenue Funds. (Dick Phebus, Director of Finance)**
- 5 Resolution 16-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 23, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Father Ernie DeBlasio, St. Ann Catholic Church

FUTURE MEETINGS

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

Family Assistance Commission, June 5 at 6 p.m.

Planning Commission, June 5 at 7 p.m.

Beer Board, June 6 at 6 p.m.

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

RECOGNITIONS

Mayor Parsons commended our EMS, Police, and Public Works employees on jobs well done. He called attention to the recent National EMS Week, National Police Week, and National Public Work Weeks.

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

Minutes Acceptance: Minutes of May 23, 2023 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the May 9, 2023 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

PUBLIC HEARING

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

- I. Ordinance 23-01, an ordinance to adopt the 2023-2024 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund and Capital Improvements Fund budgets.

Dan Richards, 8855 Memphis-Arlington Road, spoke in favor of the budget. He challenged the Board to address key priorities such as safety, infrastructure, and education going forward.

Christine Richards, 8855 Memphis-Arlington Road, spoke in favor of the budget. As a member of the Mega Site Blue Oval City, she stated that Blue Oval will be building a sewer system to that runs from that site to the Mississippi River. She stated this system is large enough that Bartlett could connect. She encouraged a collaboration between neighboring municipalities for sewer expansion. As a member of the board for Megasite BlueOval City, she volunteered her services to help address future sewer infrastructure.

Mandy Young, 5560 North Street, stated she wasn't speaking against the budget; however, she suggested changes to wording and communication regarding employee raises. She stated she understood the need for sewer expansion, but there isn't a sewer limitation in older Bartlett and there needs to be more attention to bringing businesses to the vacant buildings in that area. She feels there are marketing strategies that can be done now. She expressed concerns of equitability of the increased utilities fees for single and senior citizens.

Adjourned at 6:25 p.m.

2. Ordinance 23-02, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2023.

No one spoke for or against.

Adjourned at 6:25 p.m.

Minutes Acceptance: Minutes of May 23, 2023 6:00 PM (MINUTES ACCEPTANCE)

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 23-01, an ordinance to adopt the 2023-2024 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund and Capital Improvements Fund budgets. (Dick Phebus, Director of Finance)**

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

- 2 **Third Reading of Ordinance 23-02, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2023. (Dick Phebus, Director of Finance)**

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

- 1 **Bid for fire alarm panel, strobes and horns for Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lower bid from Siemens Industry, Inc., at a total cost of \$48,700.00. Funds are available in Account 311.48311.780.51722.
- 2 **Bid for roof repairs for Public Works' general maintenance building. (Matt Crenshaw, Director of Public Works)**
Recommend accepting the lowest bid from Elite Roofing at a total cost of \$38,950.00. Funds are available in Account 311.48311.785.30724.
- 3 **Purchase four Dodge Durango police vehicles. (Jeff Cox, Police Chief)**
Recommend purchasing four 2023 Dodge Durango police vehicles using the State of Tennessee Vehicle Contract #209 from Columbia CDJR at \$39,592.00 per vehicle for a total cost of \$158,368.00.

Funds are available in Account 135.42100.935.

4 Purchase of camera equipment for police pursuit vehicles. (Jeff Cox, Police Chief)

Requesting permission to utilize single source provider, Motorola Solutions, for the purchase of four in-car forward facing cameras, four in-car backseat cameras, and four body-worn cameras along with the associated hardware and software licensing fees for the 2023 Dodge Durango police pursuit vehicles. The total cost for this camera equipment purchase request is \$31,581.60. Funds are available in Account 135.42100.935.

5 Purchase computer equipment and associated hardware components for police vehicles. (Jeff Cox, Police Chief)

Request authorization to purchase four Panasonic Toughbook G2 Computers and associated hardware components to be installed in the new 2023 Dodge Durango police pursuit vehicles.

This purchase will be made at the State of Tennessee contracted price from CDW-G, the State contracted vendor. The total cost for this purchase is \$30,254.60.

Funds are available in Account 135.42100.935.

6 Consulting contract with Cannon & Cannon for EPA Lead and Copper inventory. (John Horne, Director of Engineering)

Recommend accepting the design contract proposal from Cannon & Cannon in the amount of \$55,275.00. Funds are available in Account 312.48312.81117.

7 Treasurer's Report for April 2023. (Dick Phebus, Director of Finance)

8 City of Bartlett Fund Balance Policy revision. (Dick Phebus, Director of Finance)

Recommend approval of the City of Bartlett's Fund Balance Policy revision effective May 23, 2023.

NEW BUSINESS

I Moss Valley Sewer Extension design & Fletcher Creek Sewer System modeling. (John Horne, Director of Engineering)

Recommend accepting the design contract proposal from Barge Design Solutions, Inc. in the amount of \$685,000.00. Funds are available in Account 312.48312.772.805.

Alderman David Reaves asked who owns the pipes and what any risks may be.

Director of Engineering John Horne stated that Memphis maintains the sewer lines and there have been meetings with Memphis and Bartlett and both municipalities are cooperating. Green Acres has given access for the survey. Alderman Reaves expressed some concern with the outgoing Memphis mayor and any challenges this might be for the future.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 7:09 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Minutes Acceptance: Minutes of May 23, 2023 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase and installation of emergency vehicle equipment for four police vehicles.



BARTLETT POLICE DEPARTMENT

Police Vehicle Lights & Accessories



5.1.a

Project Description:

- The Police Department is seeking to install emergency equipment in four (4) new police vehicles. This equipment includes emergency lighting, a siren, a rear prisoner seat, gunlocks, a storage box, camera equipment, and computer equipment. Each of these items is a standard piece of equipment installed in all Bartlett Police Patrol Vehicles and is required for use by officers during their duties.

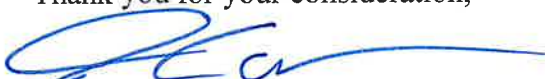
Vendor Selection Process:

- On May 2, 2023, an ad was placed in The Daily News seeking an invitation for sealed bids for the purchase and installation of emergency vehicle equipment within police vehicles. On May 18, 2022, the City of Bartlett received (2) two proposals.
- The bids received were from Comserv Wireless & Dana Safety Supply.
- Representatives from the Bartlett Police Department reviewed the bids mentioned above to ensure that all specifications met the noted requirements. After review, the bid was awarded to Comserv Wireless as the provider of the described equipment. During the bid process, Comserv Wireless agreed to supply the related emergency vehicle equipment and installation pricing for a period of (1) one year.

Equipment & Cost:

- Comserv Wireless has provided a quote for \$47,992 to purchase and install emergency equipment in (4) Police Vehicles. The pricing outlined within the section is consistent with the bid provided. The Police Department respectfully requests to utilize Comserv Wireless as the provider of the described equipment.
- Funding for this purchase is available in Account # 135.42100.785.20324
- The following documents are attached for further review:
 - Invitation for Sealed Bids
 - Comserv Wireless Bid
 - Dana Safety Bid
 - Comserv Wireless Quote

Thank you for your consideration,


Jeff Cox, Chief of Police

David Parsons
MAYOR



City of Bartlett

Police Department

Jeff Cox
CHIEF OF POLICE



May 18, 2023

COMSERV SERVICES, LLC

ken@comserv.com

Attn: Ken Hunt

1246 Sycamore View Road

Memphis, TN 38134

RE: FY2023-05-024 Vehicle Emergency Lights and Accessories

Dear Mr. Hunt:

I am pleased to inform you that your bid for the City of Bartlett Vehicle Emergency Lights and Accessories met all specifications and is the lowest/best response, Part #1 - \$11,998 & Part #2 - \$15,974. The proposal will be presented to the City of Bartlett Board of Mayor and Aldermen on June 13, 2023, for consideration.

Per the bid-pricing guarantee, the prices will be guaranteed for 180 days beginning May 18, 2023, with an option to purchase additional Vehicle Emergency Lights and Accessories within one year from the bid due date at the same price. An official purchase order will be issued after the City of Bartlett Board of Mayor and Alderman approve the item. We look forward to working with you and your staff on the installation of this equipment.

Please feel free to contact me with any questions or concerns.

Sincerely,

Chris Golden, Assistant Chief

Bartlett Police Department

3730 Appling Road

Bartlett, TN 38133

Office: 901-385-5560

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732005390

Page 1

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 12/19/2022		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
Unit: 2022/23 Dodge Durango, Interior Patrol (4 UNITS)					
POC: Capt Laurie Thompson / lthompson@bartlettpolice.org					
4	I	INSTALLATION Price includes installation of emergency equipment, customer supplied WatchGuard camera system, Stalker radar unit, Cradle Point Router, and department radio. Must include graph showing radio antenna passing a sweep test.	1,099.00	4,396.00	
4	IK8	Install Kit: Wire, Splices, Loom, etc..	99.00	396.00	
4	FRT	FREIGHT Freight for emergency equipment and TruckVault.	125.00	500.00	
4	36-4075	Push Bumper Elite, 2022 DURANGO Police Pursuit Vehicle	389.00	1,556.00	
4	36-4075W	Wing Wrap Elite 2022 DURANGO Police Pursuit Vehicle	300.00	1,200.00	
4	36-4075PB	PIT Bar Elite 2022 DURANGO Police Pursuit Vehicle	300.00	1,200.00	
4	PBX-TC2L-3	Two-Light top-channel, MPS600U/620U NARROW, PIUTILITY, CHARGER BUMPERS FEDERAL SIGNAL	29.00	116.00	
8	MPS600U-BB	MICROPULSE ULTRA, BLUE/BLUE 6 LED, SURFACE MOUNT, ULTRATHIN MOUNT IN TOP RAIL OF PUSH BUMPER	79.00	632.00	
4	SIFMJS-DCF	SPECTRALUX ILS LOW PROFILE LIGHTBAR DUAL COLOR, CENTER FOCUS, SPLIT FRONT FSJOIN, CONFIGURED BLUE/WHITE; FLOOD FOR SCENE, TAKEDOWNS	789.00	3,156.00	
4	SIFMJS-DCF	SPECTRALUX ILS LOW PROFILE LIGHTBAR DUAL COLOR, CENTER FOCUS, SPLIT FRONT FSJOIN, CONFIGURED BLUE WITH AMBER ARROWSTICK	789.00	3,156.00	
8	ENT2B3E	INTERSECTOR, DUAL COLOR UNDER MIRROR, BLUE/WHITE SOUND OFF BLUE/WHITE; FLOOD FOR ALLEY LIGHTS	169.00	1,352.00	
4	PNT1CRV06	Curved Surface Adaptors for Intersector Dodge Durango SSV 2013-2017	0.00	0.00	
4	OBD-CABLE25-DGCAN	OBDII INTERFACE CABLE, 18-21	109.00	436.00	

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

COMSERV

WIRELESS

1246 Sycamore View Road
 Memphis, TN 38134
 Phone: (901) 767-6800
 Fax: (901) 767-4555

ESTIMATE

732005390

Page 2

Bill To:
 Bartlett Police Dept.
 6400 Stage Road
 Bartlett, TN 38134-0000

Ship To:
 Bartlett Police Dept.
 6400 Stage Road
 Bartlett, TN 38134-0000

Date: 12/19/2022		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
		CHARGER 18-21 DURANGO, 18 RAM 1500, 19 RAM 2500			
4	PF200S17B-P	PATHFINDER SIREN, W/17 BUTTON SMART CONT 200 WATT, W/SPKR AND BRKT, PROMO INCLUDES RUMBLER INTEGRATION, ES100C SPEAKER, AND ESB-U SPEAKER BRACKET	999.00	3,996.00	
8	PSLVBK04	SL Running Light Mount Kit (for 1 SLR) 2011/2021 Dodge Durango	39.00	312.00	
8	ESLRL6105E	Side Line Running Light, 61" 5 Module, Dual Color Blue/White	299.00	2,392.00	
4	RB-DUR15	RUMBLER BRACKET, 2015 DODGE DURANGO FEDERAL SIGNAL	0.00	0.00	
4	RBKIT2	RUMBLER SPEAKER KIT, DUAL FOR USE WITH PATHFINDER SIREN	389.00	1,556.00	
4	425-6680	Contour Console, 20", 2021+ Durango	389.00	1,556.00	
4	425-6260	ARM REST, UNIVERSAL UPPER STRUCTURE ONLY, ADJUSTABLE JOTTO	52.00	208.00	
4	425-3704	CUP HOLDER, 4", FORMED ABS JOTTO	42.00	168.00	
4	425-6164	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2 (See Substitute P/N 425-6107)	72.00	288.00	
4	NMO-K	COAX W/ NMO-B NO CONNECTOR	0.00	0.00	
4	ETRAB7603	ANTENNA, PHANTOM ELITE 760-870, BLACK	38.00	152.00	
4	PL259 Crimp	PL259 male crimp UHF, RG58 a/U (CPL9C)	0.00	0.00	
16	RL3040	Relay 30/40 amp	0.00	0.00	
4	46050	ATO/ATC Fuse Block 15600-06-10 6 Gang No Ground	0.00	0.00	
4	46328	3-Pole Sealed Midi PDM Fuse Block	0.00	0.00	
4	MISC-PART		389.00	1,556.00	
		COMPUTER STAND, HEAVY DUTY POLE WITH GK PLATE 425-5600 POLE 425-5182 GK			

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732005390

Page 3

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 12/19/2022		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
4	475-0849	GR3-AR-870-XTRD-GL3XL (2 GL3XL Locks) Vertical Mount to Flat/Recessed Housing HANDCUFF KEY OVER RIDE	495.00	1,980.00	
4	PARTITION-SC	PARTITION, SPACE CREATOR, VP9 PARTITION PACKAGE PATRIOT	-30.00	-120.00	
4	475-0352	PARTITION, VP9, SPACE CREATOR WIRE GRID,CENTER SLIDE, NO TRANS KIT PATRIOT	799.00	3,196.00	
4	475-8594P	BDRH VP9 GEN 2, NO SHELF PATRIOT	0.00	0.00	
4	475-1936P	VEHICLE TRANSFER KIT, VP9, DURANGO 14+ DURANGO, PACKAGE PART PATRIOT	0.00	0.00	
4	475-8848	HSEP, 2PC, 14+ DURANGO PATRIOT	78.00	312.00	
4	475-0822	Prisoner Cargo Barrier, 19+ Durango	425.00	1,700.00	
4	475-1417	Window Armor (Bar Style) use with OEM Door Durango PPV 19+	289.00	1,156.00	
4	03.W3125.000	HEADLIGHT FLASHER/RANDOM WIG-WAG ABLE2 FLASH HALO	73.00	292.00	
4	T-DGDURM1-11N-PS-HG	Durango Mag 1 Dwr Elevated Version PPV; No 3rds Row or Prisoner/K9 Cage	2,299.00	9,196.00	

This quote is valid for 30 days unless stated otherwise above.

Subtotal : \$47,992.00
Tax : \$0.00
Total Quote : \$47,992.00

Signature: _____

Due to the increased Credit Card processing fees, as of March 1st, 2017 we will charge a 2.5% fee for all Credit Card/P Cards that are not swiped at our office. Checks, ACH and Cash will not incur Processing fees.

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE
38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police

**REQUEST FOR SEALED BIDS****SB # FY2023-05-024****DUE: May 18, 2023, no later than 2:00 p.m. (CST)****POLICE PATROL VEHICLE LIGHTS AND ACCESSORIES****BARTLETT POLICE DEPARTMENT**

The City of Bartlett Police Department is seeking to purchase Vehicle Emergency Lights and Accessories for Interior Police Pursuit Sport Utility Vehicles and Interior Police Pursuit K-9 Sport Utility Vehicles, as per the written specification.

NOTICE TO BIDDERS

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2023-05-024
DUE: May 18, 2023

Sealed Bids are to be received no later than **2:00 P.M. on May 18, 2023**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2023-05-024 "VEHICLE EMERGENCY LIGHTS AND ACCESSORIES"** and addressed as follows:

**MAYOR DAVID PARSONS
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. If further information is desired, please contact Laurie Thompson, Police Department Chief Inspector, at 901-385-5540 or email LThompson@bartlettspolice.org.

Please quote prices on the attached bid sheet.

We propose to furnish the item(s) listed on the 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.

COMSERV SERVICES, LLC
NAME OF FIRM

Ken@Comserv.com
EMAIL

1246 SYCAMORE VIEW RD
ADDRESS

901 767 6800
PHONE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Kenneth D. Hunt
PRINT NAME

5/16/23
DATE

INTENT

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for the provision of **Vehicle Emergency Lights and Accessories** for Interior Police Pursuit Sport Utility Vehicles and Interior Police Pursuit K-9 Sport Utility Vehicles.

STATEMENT OF INTENT – EQUALITY 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.

GENERAL SPECIFICATIONS

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

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 9). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for 180 days from the bid due date.
5. The bid should state the manufacturer's warranty, along with the owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter will be issued to the successful vendor designating them the supplier of said equipment for the period specified in the Bid-Pricing Guarantee (180 or 365 days from the bid due date).
8. An official Purchase Order may be issued for one (1) unit, multiple units, or zero (0) units at any time during the awarded period. All purchase orders are subject to available funding.
9. Products delivered because of the award of this bid shall be a current-year model, new and unused.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

BID PRICING SHEET

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

(Include one original and two copies including bid-pricing, Public Acts 109 form, Public Acts 775 form, and current W-9 form)

PART I – Interior Patrol Dodge Durango

All Pricing and Installation are to be as specified for (1) 2023 / 2024 Dodge Patrol Durango Interior Lighting Package

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Fee for installation of all supplied components, and Installation of City supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antennas	<u>1,099</u>
2.	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>99</u>
3.	Freight Charges	<u>125</u>
4.	Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango	<u>989</u>
5.	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	<u>29</u>
6.	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper	<u>79 x 2 = 158</u>
7.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue/White, Flood for Scene, Takedowns	<u>789</u>
8.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrowstick	<u>789</u>
9.	Two (2) LED Dual Color Under Mirror Lights, Blue/White with Flood Option for Alley Lights	<u>169 x 2 = 338</u>
		<u>KCH</u> Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
10.	ODBI Interface Cable	109
11.	Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker, and ESB-U Speaker Bracket	999
12.	Two (2) SL Running Light Mount Kit (For 1 SLR)	$39 \times 2 = 78$
13.	Two (2) Side Line Running Light, 61" (5) Module, Dual Color Blue / White	$299 \times 2 = 598$
14.	Rumbler Bracket	Incl w/c
15.	Rumbler Speaker Kit, Dual	389
16.	Contour Console, 20"	389
17.	Arm Rest, Universal Upper Structure Only, Adjustable	52
18.	Cup Holder, 4", Formed ABS	42
19.	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	72
20.	Antenna, Phantom Elite 760-870, Black	38
21.	Computer Stand, Heavy Duty Pole with GK Plate	389
22.	Gun Lock – Vertical Mount to Flat / Recessed Housing, Handcuff Key Over Ride, GR3-AR-870-XTRD-GL3XL	495

KCH
 Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
23.	Partition, Space Creator, VP9 Partition Package	<u>769</u>
24.	Partition, VP9, Space Creator Wire Grid, Center Slide, No Trans Kit	<u>—</u>
25.	HSEP (2) PC, Durango	<u>78</u>
26.	Prisoner Cargo Barrier	<u>425</u>
27.	Window Armor (Bar Style) use with OEM Door	<u>289</u>
28.	Headlight Flasher / Random, WIG-WAG Flash Halo	<u>73</u>
29.	Durango Mag 1 Dwr Elevated Version PPV No 3 rd Row or Prisoner / K9 Cage	<u>2299</u>

PART I - UNIT PRICE TOTAL\$ 11,998⁰⁰**Total Bid in Words:**Eleven thousand Nine Hundred Ninety Eight Dollars +⁰⁰/₁₀₀Estimated time of delivery/installation Less than 45 days.

KCH
Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

PART II – Interior Patrol K-9 Dodge Durango

**All Pricing and Installation are to be as specified for (1) 2023 / 2024 Dodge Patrol Durango
Interior Lighting Package with K-9**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and Installation of City-supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antenna	<u>1999</u>
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>99</u>
3.)	Freight Charges	<u>389</u>
4.)	Push Bumper Elite, with Wing Wrap & Pit Bar, Dodge Durango	<u>989</u>
5.)	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	<u>29</u>
6.)	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper	<u>79 x 2 = 158</u>
7.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue / White, Flood for Scene, Takedowns	<u>789</u>
8.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrow Stick	<u>789</u>
9.)	Two (2) LED Dual Color Under Mirror Lights, Blue / White with Flood Option for Alley Lights	<u>169 x 2 = 338</u>
10.)	ODBII Interface Cable	<u>109</u>

Kott

Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
11.)	Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker and ESB-U Speaker Bracket	999
12.)	Two (2) SL Running Light Mount Kit (For 1 SLR)	$39 \times 2 = 78$
13.)	Two (2) Side Line Running Light, 61" (5) Module, Dual Color Blue / White	$299 \times 2 = 598$
14.)	Rumbler Bracket	Incl
15.)	Rumbler Speaker Kit, Dual	389
16.)	Contour Console, 20"	389
17.)	Arm Rest, Universal Upper Structure Only, Adjustable	52
18.)	Cup Holder, 4", Formed ABS	42
19.)	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	72
20.)	Antenna, Phantom Elite 760-870, Black	38
21.)	Computer Stand, Heavy Duty Pole with GK Plate	389
22.)	Headlight Flasher / Random, WIG-WAG Flash Halo	73
23.)	E/Z-Rider K9 Platform 11-Present Durango Full Size Kennel	2399
24.)	K-9 Hot-N-Pop Pro	1398
25.)	Engine Vibration Stall Sensor	135
26.)	Fan Kit, 10" Manual Switch, K-9 unit	239
		KOH
		Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
27.)	Heavy Duty Fan Guard for 10" Fan	<u>229</u>
28.)	Hot N Pop Pro Remote Pager Kit w/HP-ANT-27-400 Dual Band Antenna Kit	<u>349</u>
29.)	Spill Proof, Bracket Mount Water Dish American Aluminum	<u>119</u>
30.)	Durango Mag (1) Dwr Elevated Version PPV for use With K-9 Cage	<u>2299</u>

PART II - UNIT PRICE TOTAL

\$ 15,974⁰⁰

Total Bid in Words:

Fifteen thousand Nine Hundred Seventy Four Dollars + ⁰⁰/₁₀₀

Estimated time of delivery/installation 60 days.

Kell
 Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

BID PRICING SHEET SIGNATURES

(One original, clearly marked, and two copies with the bid-pricing sheet, the Public Acts 109 form, Public Acts 775 form, and the signed W-9 Form)

Part I Total Price: 11,998⁰⁰Part II Total Price: 15,974⁰⁰**NOTE: BID-PRICING GUARANTEE**

The pricing provided within the bid is firm for 180 days, with an option to purchase additional Vehicle Emergency Lights & Accessories within one year from the bid due date at the same price.

Yes: X No: _____**NOTE: COOPERATIVE PURCHASING**

T.C.A. 12-3-1205 authorizes any local government to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that file a Cooperative Purchasing Agreement with the City of Bartlett may purchase from Contracts established by the City. Unless the Contractor declines the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the Bid prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the City. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The City of Bartlett accepts no responsibility for the payment of the purchase price by other governmental agencies.

The contractor will make contract prices available to other agencies in accordance with the above:

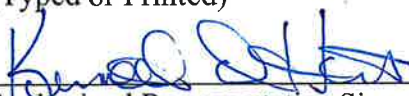
Yes: _____ No: X

Comserv Services, LLC
Name of Firm

Ken@Comserv.com
Email

Kenneth D. Hunt
Authorized Representative
(Typed or Printed)

901-767-6800
Telephone Number


Authorized Representative Signature

5/16/23
Date

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

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).



Print Name Kenneth D. Hunt
 Signed Kenneth D. Hunt
 Title Chief Manager

Subscribed and sworn before me this 16 day of MAY, 20 23.

Signed James N. Taber Print Name JAMES N. TABER
 Title Notary

My commission expires: MAY 17, 20 23.

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

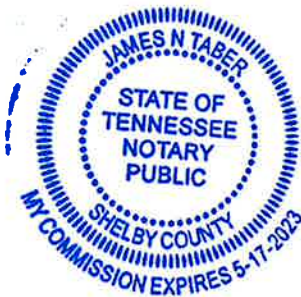
Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2023-05-024
DUE: May 18, 2023

PUBLIC ACTS 775
(Boycott of Israel Act)

"By submission of this bid, each bidder and each person signing on behalf of any supplier 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 supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1." (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.775.php](http://tnsos.org/acts/PublicActs.775.php).



Print Name Kenneth D. Hunt
Signed Kenneth D. Hunt
Title Chief Manager

Subscribed and sworn before me this 16 day of MAY,
20 23.

Signed James N. Taber Print Name JAMES N. TABER
Title Notary

My commission expires: MAY 17, 20 23.

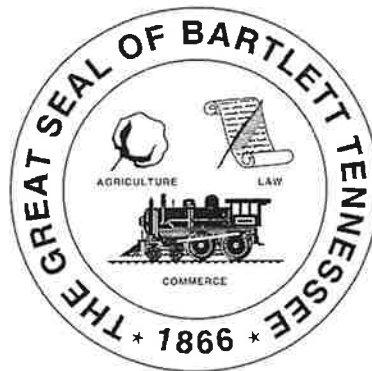
NOTE: Bids cannot be considered nor awards made to anyone without the above-required statement.

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE
38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2023-05-024

DUE: May 18, 2023, no later than 2:00 p.m. (CST)

POLICE PATROL VEHICLE LIGHTS AND ACCESSORIES

BARTLETT POLICE DEPARTMENT

The City of Bartlett Police Department is seeking to purchase Vehicle Emergency Lights and Accessories for Interior Police Pursuit Sport Utility Vehicles and Interior Police Pursuit K-9 Sport Utility Vehicles, as per the written specification.

NOTICE TO BIDDERS

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

Sealed Bids are to be received no later than **2:00 P.M. on May 18, 2023**. All bid packets, with an original, clearly identified, and two copies, must be labeled **“FY2023-05-024 “VEHICLE EMERGENCY LIGHTS AND ACCESSORIES”** and addressed as follows:

**MAYOR DAVID PARSONS
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. If further information is desired, please contact Laurie Thompson, Police Department Chief Inspector, at 901-385-5540 or email LThompson@bartlettspolice.org.

Please quote prices on the attached bid sheet.

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

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

 NAME OF FIRM

 EMAIL

 ADDRESS

 PHONE

 SIGNATURE OF AUTHORIZED
REPRESENTATIVE

 PRINT NAME

 DATE

INTENT

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for the provision of **Vehicle Emergency Lights and Accessories** for Interior Police Pursuit Sport Utility Vehicles and Interior Police Pursuit K-9 Sport Utility Vehicles.

STATEMENT OF INTENT – EQUALITY 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.

GENERAL SPECIFICATIONS

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

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 9). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for 180 days from the bid due date.
5. The bid should state the manufacturer's warranty, along with the owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter will be issued to the successful vendor designating them the supplier of said equipment for the period specified in the Bid-Pricing Guarantee (180 or 365 days from the bid due date).
8. An official Purchase Order may be issued for one (1) unit, multiple units, or zero (0) units at any time during the awarded period. All purchase orders are subject to available funding.
9. Products delivered because of the award of this bid shall be a current-year model, new and unused.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

BID PRICING SHEET

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

(Include one original and two copies including bid-pricing, Public Acts 109 form, Public Acts 775 form, and current W-9 form)

PART I – Interior Patrol Dodge Durango

**All Pricing and Installation are to be as specified for (1) 2023 / 2024 Dodge Patrol Durango
 Interior Lighting Package**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Fee for installation of all supplied components, and Installation of City supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antennas	<u>2,000.00</u>
2.	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>150.00</u>
3.	Freight Charges	<u>350.00</u>
4.	Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango <i>Setina PB</i>	<u>1,047</u>
5.	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish <i>Repower</i>	<u> </u>
6.	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper <i>Mpower</i>	<u>115.00/each</u>
7.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue/White, Flood for Scene, Takedowns <i>Interior Light Bar Sound off</i>	<u>880.00</u>
8.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrowstick <i>Sound off</i>	<u>880.00</u>
9.	Two (2) LED Dual Color Under Mirror Lights, Blue/White with Flood Option for Alley Lights	<u>157.00</u>

 Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
10.	ODBII Interface Cable	
11.	Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker, and ESB-U Speaker Bracket <i>Soundoff 500 series Controller</i>	<u>733.00</u>
12.	Two (2) SL Running Light Mount Kit (For 1 SLR)	<u>30.00</u>
13.	Two (2) Side Line Running Light, 61" (5) Module, Dual Color Blue / White	<u>245.00</u>
14.	Rumbler Bracket • <i>Soundoff LF</i>	<u>370.00</u>
15.	Rumbler Speaker Kit, Dual	<u>Included w/speak</u>
16.	Contour Console, 20"	<u>415.00</u>
17.	Arm Rest, Universal Upper Structure Only, Adjustable	<u>100.00</u>
18.	Cup Holder, 4", Formed ABS	<u>45.00</u>
19.	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	<u>103.00</u>
20.	Antenna, Phantom Elite 760-870, Black	<u>60.00</u>
21.	Computer Stand, Heavy Duty Pole with GK Plate	<u>650.00</u>
22.	Gun Lock – Vertical Mount to Flat / Recessed Housing, Handcuff Key Over Ride, GR3-AR-870-XTRD-GL3XL	<u>430.00</u>

 Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
23.	Partition, Space Creator, VP9 Partition Package	<u>765.00</u>
24.	Partition, VP9, Space Creator Wire Grid, Center Slide, No Trans Kit	<u>Included</u>
25.	HSEP (2) PC, Durango	<u> </u>
26.	Prisoner Cargo Barrier	<u>425.00</u>
27.	Window Armor (Bar Style) use with OEM Door	<u>235.00</u>
28.	Headlight Flasher / Random, WIG-WAG Flash Halo	<u>90.00</u>
29.	Durango Mag 1 Dwr Elevated Version PPV No 3 rd Row or Prisoner / K9 Cage	<u>2,275.00</u>

PART I - UNIT PRICE TOTAL~~12,955.00~~

Total Bid in Words:

13,955.00

Estimated time of delivery/installation 30 days.
Initials

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

BID PRICING SHEET SIGNATURES

(One original, clearly marked, and two copies with the bid-pricing sheet, the Public Acts 109 form, Public Acts 775 form, and the signed W-9 Form)

Part I Total Price: 13,955.00

Part II Total Price: _____

NOTE: BID-PRICING GUARANTEE

The pricing provided within the bid is firm for 180 days, with an option to purchase additional Vehicle Emergency Lights & Accessories within one year from the bid due date at the same price.

Yes: X No: _____

NOTE: COOPERATIVE PURCHASING

T.C.A. 12-3-1205 authorizes any local government to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that file a Cooperative Purchasing Agreement with the City of Bartlett may purchase from Contracts established by the City. Unless the Contractor declines the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the Bid prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the City. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The City of Bartlett accepts no responsibility for the payment of the purchase price by other governmental agencies.

The contractor will make contract prices available to other agencies in accordance with the above:

Yes: X No: _____

Dana Safety Supply
 Name of Firm

sgolden@gmail.com
 Email

Sam Golden
 Authorized Representative
 (Typed or Printed)

901-305-1075
 Telephone Number

Sam Golden
 Authorized Representative Signature

5-18-2023
 Date

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2023-05-024

DUE: May 18, 2023

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 Sam Golden
 Signed Sam Golden
 Title Outside Sales

Subscribed and sworn before me this 18 day of MAY, 2023.

Signed Julie E Kelley Print Name Julie E Kelley
 Title NOTARY

My commission expires: My Commission Expires, 2023.
June 3, 2023

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



Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2023-05-024
 DUE: May 18, 2023

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any supplier 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 supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1.” (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/ PublicActs.775.php](http://tnsos.org/acts/PublicActs.775.php).

Print Name Sammy Golden
 Signed Sammy Golden
 Title Outside Sales

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

Signed _____ Print Name _____
 Title _____

My commission expires: _____, 20_____.

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

Attachment: FY23 Police Veh Lights & Accessories (3338 : Police Vehicle Lights & Accessories)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	486986-C
Customer No.	BARTLETT

Bill To
BARTLETT POLICE DEPARTMENT 3730 APPLING RD. BARTLETT, TN 38133

Ship To
BARTLETT POLICE DEPARTMENT 3730 APPLING RD. BARTLETT, TN 38133

Contact:
Telephone: 901-385-5529
E-mail: BartlettAP@cityofbartlett.org

Contact:
Telephone: 901-385-5529
E-mail: BartlettAP@cityofbartlett.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/18/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Sammuel Golden			SAMMUEL GOLDEN-MEMPHIS	CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION-2023 Dodge Durangp Warehouse: MEMP		0.0000	0.00
1	1	Y	ENGSA5200RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: MEMP		733.0000	733.00
1	1	Y	ETSS100J5 SOI SPEAKER AND BRACKET Warehouse: MEMP 100J series composite speaker w/ universal bail brkt-100 watt		165.0000	165.00
1	1	Y	ENFWB00K9L SOI INTERIOR BAR 21 DURANGO BLUE/WHITE DUO Warehouse: MEMP		880.0000	880.00
1	1	Y	ENFWB00L3R SOI REAR INTERIOR BAR DURANGO BLUEAMBER Warehouse: MEMP		880.0000	880.00
1	1	Y	ETSSLF100 SOI Low Frequency Speaker, 100 Watt w/ Universal Brack Warehouse: MEMP		370.0000	370.00
1	1	Y	ENGLMK002 SOI bluePRINT Link 2021-2023 Dodge Durango Warehouse: MEMP		285.0000	285.00

Print Date	05/18/23
Print Time	02:20:28 PM
Page No.	1

Printed By: Sammucl Golden

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	486986-C
Customer No.	BARTLETT

Bill To
BARTLETT POLICE DEPARTMENT 3730 APPLING RD. BARTLETT, TN 38133

Ship To
BARTLETT POLICE DEPARTMENT 3730 APPLING RD. BARTLETT, TN 38133

Contact:
Telephone: 901-385-5529
E-mail: BartlettAP@cityofbartlett.org

Contact:
Telephone: 901-385-5529
E-mail: BartlettAP@cityofbartlett.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/18/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Sammuel Golden			SAMMUEL GOLDEN-MEMPHIS	CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENT2B3E SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT BLUE/WHITE Warehouse: MEMP UNIVERSAL 180 DEGREE EXTERNAL UNDER-MIRROR OR SURFACE MOUNT ***** *****		157.0000	314.00
2	2	Y	PNT1CRV06 SOI INTERSECTOR UNDER MIRROR ADPTR SET 2013+ DURANGO Warehouse: MEMP		14.0000	28.00
2	2	Y	ESLRL6105E SOI 61" SL RUNNING LIGHT BLUE/WHITE Warehouse: MEMP		245.0000	490.00
2	2	Y	PSLVBK04 Mounting Brackets for SL Runner: Durango Warehouse: MEMP		30.0000	60.00
1	1	Y	425-6680 JD Dodge Durango PPV (2021+) 20" Police Equipment Cons Warehouse: MEMP 425-6680 Dodge Durango PPV (2021+) 20" Police Equipment Console - Contour		415.0000	415.00

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Printed By: Sammucl Golden

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Entered By			Salesperson	Ordered By	Resale Number	
Sammuel Golden			SAMMUEL GOLDEN-MEMPHIS	CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	425-6701 JOTTO FP Assy, 2" Blank Faceplate w/USB A/USB C & 12v Warehouse: MEMP		103.0000	103.00
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: MEMP		45.0000	45.00
1	1	Y	425-6411 JD ADJUSTABLE ARMREST, UNIVERSAL MOUNT Warehouse: MEMP		100.0000	100.00
1	1	Y	PK1126DUR11 SMC 10XL-RP CTD POLY PARTITION W/EXP MTL WINDOW COVER Warehouse: MEMP VEHICLE - DODGE DURANGO YEAR - HORIZONTAL SLIDING WINDOW WITH EXPANDED METAL COVER OVER THE OPENING --- INCLUDES 2 PIECE LOWER PANELS EXTRA LEGROOM ON PASSENGER SIDE *****		765.0000	765.00
1	1	Y	WK0514DUR11H SMC HORIZONTAL WINDOW BARS 11+ DURANGO Warehouse: MEMP		235.0000	235.00

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/18/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Sammuel Golden			SAMMUEL GOLDEN-MEMPHIS	CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	BK053SDUR21 SMC PB 400 STEEL 21 DURANGO Warehouse: MEMP		392.0000	392.00
1	1	Y	BK053SDUR21 PB 400 STEEL 21 DURANGO ***NO FOGLIGHT** HK2272DUR21 SMC Wraps and Pit bar Warehouse: MEMP		655.0000	655.00
4	4	Y	HK2272DUR21 EMPSCG2STS4E SOI 4" MPOWER 3 WIRE LIGHT W/STUD MOUNT Warehouse: MEMP		115.0000	460.00
1	1	Y	2 in front 2 on sides of PB ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: MEMP		90.0000	90.00
1	1	Y	NOTE == NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY ***** ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: MEMP		90.0000	90.00

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/18/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Sammuel Golden			SAMMUEL GOLDEN-MEMPHIS	CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	T-DGDURM1-11N-PS-HG TV Durango Mag 1 Dwr Elevated Version Warehouse: MEMP		2,275.0000	2,275.00
1	1	Y	PK0123DUR112ND SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 2011+ DURANGO Warehouse: MEMP VEHICLE YEAR - DURANGO *****		425.0000	425.00
1	1	Y	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: MEMP "Dual T-Rail Mount2 Universal XL Handcuff Key Override"		430.0000	430.00
1	1	Y	425-5600-4143 425-5600/4143 (A-MOD Laptop Mount Dodge Durango (2011+ Warehouse: MEMP		650.0000	650.00
2	2	Y	FB-8GPC BI 8 gang fuse panel with ground pad and clear cover Warehouse: MEMP COVER		30.0000	60.00
1	1	Y	MISC ETRAB7603-760-870 Phantom Antenna, Black Warehouse: MEMP		60.0000	60.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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E-mail: BartlettAP@cityofbartlett.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/18/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Sammuel Golden		SAMMUEL GOLDEN-MEMPHIS		CHIEF INSPECTOR PRICE		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INSTALL. DSS INSTALLATION OF EQUIPMENT Warehouse: MEMP		2,000.0000	2,000.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: MEMP		150.0000	150.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

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Subtotal	13,605.00
Freight	350.00
Order Total	13,955.00

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Parks and Recreation

Category: Purchase

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Purchase of 2023 Dodge Durango.

Chrysler Dodge Jeep RAM Fiat of Columbia
106 S. James Campbell Boulevard
Columbia, TN 38401



QUOTE

5.2.a

RAMQ4788
Mar 3, 2023

Tennessee State Wide Contract # 209

Quoted To:

Shan Criswell
City of Bartlett
6400 Stage Road
Bartlett, TN 38133

Prepared By:

Russell Alan Moles
Regional Fleet Sales Manager

Phone: (901) 385-5552
Fax:

Phone: 865-719-0014
Email: rmoles@cdjrcolumbia.com

FACTORY ORDER # 58681786

2023 Dodge Durango V6 AWD w/SAP	Unit Price	Qty	Ext. Price
Base Vehicle & Options			\$38,762.00
2023 DODGE DURANGO V6 AWD W/SAP	\$38,762.00	1	\$38,762.00
Factory Installed Options & Charges			\$860.00
BRIGHT WHITE CLEAR COAT PAINT	\$0.00	1	\$0.00
CLOTH BUCKET SEATS W/REAR CLOTH SEAT	\$0.00	1	\$0.00
FULL LENGTH FLOOR CONSOLE	\$330.00	1	\$330.00
18" X 8 ALUMINUM WHEEL W/STEEL SPARE	\$390.00	1	\$390.00
FLOOR CARPET	\$140.00	1	\$140.00
4 - KEYS STANDARD	\$0.00	1	\$0.00
Dealership Options & Charges			\$0.00
DRIVER DELIVERY TO END USER	\$0.00	1	\$0.00
PACK - FIXED COST & OVERHEAD	\$0.00	1	\$0.00

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Aftermarket Equipment & Charges**\$0.00**

NO AFTERMARKET EQUIPMENT REQUEST

\$0.00

1

\$0.00

Totals**Subtotal** \$39,622.00**Tax** \$0.00**Shipping** \$0.00**Grand Total** **\$39,622.00**

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)
Production Lead Times Vary by Model & Options are controlled by FCA Group
Standard Color is White Unless Noted Otherwise

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)



TENNESSEE DEPARTMENT OF REVENUE
Sales and Use Tax
Government Certificate of Exemption

RV-F1301301 (9/22)

TO: Vendor's Name **TT of Columbia, Inc - DBA Columbia Chrysler Dodge Jeep RAM Fiat**
 Vendor's Address **106 South James Campbell Boulevard - Columbia TN 38401**

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency _____

Date: _____

Signed: _____

Title: _____

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 0000000000000000000076189

Title: SWC209 Vehicles

Start Date : October 01, 2022 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
 Department of General Services, Central Procurement Office
 Contract Administrator: Michael Neely
 3rd Floor, William R Snodgrass, Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 Phone:
 Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset 2023 Models
 Unit of Measure: EA

Line 2

Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset 2023 Models
 Unit of Measure: EA

Line 3

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset 2023 Models
 Unit of Measure: EA

Line 4

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset 2023 Models
 Unit of Measure: EA

Line 5

Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset 2023 Models
 Unit of Measure: EA

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
 Unit of Measure: EA

APPROVED: _____

 Digitally signed by Michael F. Perry
 DN: cn=Michael F. Perry, o=State of
 Tennessee, ou=Central Procurement
 Office, email=mike.perry@tn.gov, c=US
 Date: 2022.09.12 08:57:05 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____

 Digitally signed by Mike Neely
 Date: 2022.09.09
 07:29:01 -05'00'

PURCHASING AGENT

DATE _____

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TT OF COLUMBIA	
2 Business name/disregarded entity name, if different from above dba COLUMBIA CHRYSLER DODGE JEEP RAM FIAT	
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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 106 S JAMES CAMPBELL BLVD	Requester's name and address (optional)
6 City, state, and ZIP code COLUMBIA TN 38401	
7 List account number(s) here (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								
27		-	5	2	1	7	2	5 8

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 **SHANIE CHOWBAY**

Date **7-18-22**

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.

State of Tennessee (State)

CDJR- 2023 Model Year Fleet (1 Year Fixed) Pricing

Dealer Name:			Required Entry for MSRP	Required Entry
Model	Model Number	Description	MSRP	State Government Fleet Price (1 Year Fixed Pricing)
EXAMPLE ONLY:			\$31,000.00	\$25,750.00
POLICE PURSUIT SEDAN				
	LDDE48	Charger Police RWD V8 (Police Spec)	\$ 45,400.00	\$35,273.00
	LDDE48	Charger Police RWD V8 (Admin Spec)	\$ 45,100.00	\$34,909.00
	LDEE48	Charger Police AWD V6 (Police Spec)	\$ 44,950.00	\$34,717.00
	LDEE48	Charger Police AWD V6 (Admin Spec)	\$ 44,650.00	\$34,357.00
POLICE PURSUIT SUV				
	WDEE75	DURANGO PPV - AWD - 3.6L V6	\$ 44,170.00	\$38,762.00
	WDEE75	DURANGO PPV - AWD - 5.7L V8 HEMI	\$ 47,165.00	\$41,353.00
SPECIAL SERVICE VEHICLE				
	DS6T98	RAM 1500 CREW 4X4 SSV - V8	\$ 50,630.00	\$37,023.00
	DJ7L91	RAM 2500 CREW 4X4 SSV - SWB - GAS	\$ 52,920.00	\$48,828.00
	DJ7L91	RAM 2500 CREW 4X4 SSV - SWB - DIESEL	\$ 62,515.00	\$57,288.00
	DJ7L92	RAM 2500 CREW 4X4 SSV - LWB - GAS	\$ 53,120.00	\$48,985.00
	DJ7L92	RAM 2500 CREW 4X4 SSV - LWB - DIESEL	\$ 62,715.00	\$57,439.00
	D28L91	RAM 3500 CREW 4X4 SSV - SWB - GAS	\$ 54,050.00	\$49,910.00
	D28L91	RAM 3500 CREW 4X4 SSV - LWB - DIESEL	\$ 63,645.00	\$58,362.00
	D28L92	RAM 3500 CREW 4X4 SSV - SWB - GAS	\$ 54,250.00	\$50,082.00
	D28L92	RAM 3500 CREW 4X4 SSV - LWB - DIESEL	\$ 63,845.00	\$58,495.00
CHRYSLER 300				
	LXCH48	300 Touring RWD	\$ 35,140.00	\$33,123.00
	LXCT48	300 Touring L RWD	\$ 38,340.00	\$35,717.00
	LXFH48	300 Touring AWD	\$ 37,890.00	\$35,641.00
	LXFT48	300 Touring L AWD	\$ 40,590.00	\$37,752.00
CHRYSLER PACIFICA				
	RUCR53	PACIFICA TOURING	\$ 38,615.00	\$37,730.00
	RUCH53	PACIFICA TOURING L	\$ 42,230.00	\$40,270.00
	RUFH53	PACIFICA TOURING L AWD	\$ 45,225.00	\$42,839.00
	RUFT53	PACIFICA LIMITED AWD	\$ 52,245.00	\$49,262.00
	RUEH53	PACIFICA TOURING L HYBRID	\$ 51,590.00	\$49,861.00
	RUET53	PACIFICA LIMITED HYBRID	\$ 55,090.00	\$52,470.00
JEEP GLADIATOR				
	JTJL98	GLADIATOR SPORT 4X4	\$ 40,360.00	\$39,051.00
	JTJP98	GLADIATOR OVERLAND 4X4	\$ 49,690.00	\$46,284.00
JEEP GRAND CHEROKEE				
	WLTH74	GRAND CHEROKEE (2-ROW) LAREDO 4X2	\$ 40,795.00	\$39,502.00

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

	WLJH74	GRAND CHEROKEE (2-ROW) LAREDO 4X4	\$ 43,490.00	\$42,045.00
	WLTP74	GRAND CHEROKEE (2-ROW) LIMITED 4X2	\$ 47,615.00	\$44,975.00
	WLJP74	GRAND CHEROKEE (2-ROW) LIMITED 4X4	\$ 50,310.00	\$47,448.00
	WLTH75	GRAND CHEROKEE L (3-ROW) LIMITED 4X2	\$ 42,795.00	\$41,349.00
	WLJH75	GRAND CHEROKEE L (3-ROW) LAREDO 4X4	\$ 45,490.00	\$44,105.00
	WLTP75	GRAND CHEROKEE L (3-ROW) LIMITED 4X2	\$ 49,615.00	\$47,028.00
	WLJP75	GRAND CHEROKEE L (3-ROW) LIMITED 4X4	\$ 52,310.00	\$49,768.00
JEEP WRANGLER				
	JLJL72	WRANGLER SPORT 2-DOOR	\$ 33,580.00	\$32,192.00
	JLJS72	WRANGLER RUBICON 2-DOOR	\$ 44,690.00	\$41,554.00
	JLJL74	WRANGLER UNLIMITED SPORT 4-DOOR	\$ 37,450.00	\$36,061.00
	JLJP74	WRANGLER UNLIMITED SAHARA 4-DOOR	\$ 45,700.00	\$42,505.00
	JLXP74	WRANGLER UNLIMITED SAHARA 4XE (ELECTRIC)	\$ 58,145.00	\$58,300.00
	JLUL74	WRANGLER UNLIMITED SPORT (RIGHT-HAND-DRIVE)	\$ 47,190.00	\$46,261.00
CLASSIC RAM 1500 REG CAB 4X2				
	DS1L62	1500 REG 4X2 TRADESMAN - LWB - V6	\$ 33,135.00	\$29,553.00
	DS1L62	1500 REG 4X2 TRADESMAN - LWB - V8	\$ 36,130.00	\$32,251.00
	DS1H62	1500 REG 4X2 SLT - LWB - V6	\$ 38,675.00	\$33,564.00
	DS1H62	1500 REG 4X2 SLT - LWB - V8	\$ 41,670.00	\$36,225.00
CLASSIC RAM 1500 REG CAB 4X4				
	DS6L62	1500 REG 4X4 TRADESMAN - LWB - V6	\$ 40,735.00	\$36,285.00
	DS6L62	1500 REG 4X4 TRADESMAN - LWB - V8	\$ 43,730.00	\$38,983.00
	DS6H62	1500 REG 4X4 SLT - LWB - V6	\$ 43,890.00	\$38,275.00
	DS6H62	1500 REG 4X4 SLT - LWB - V8	\$ 46,885.00	\$40,943.00
CLASSIC RAM 1500 QUAD CAB 4X2				
	DS1L41	1500 QUAD 4X2 TRADESMAN - V6	\$ 38,760.00	\$33,676.00
	DS1L41	1500 QUAD 4X2 TRADESMAN - V8	\$ 41,755.00	\$36,317.00
	DS1H41	1500 QUAD 4X2 SLT - V6	\$ 43,490.00	\$36,918.00
	DS1H41	1500 QUAD 4X2 SLT - V8	\$ 46,485.00	\$39,580.00
CLASSIC RAM 1500 QUAD CAB 4X4				
	DS6L41	1500 QUAD 4X4 TRADESMAN - V6	\$ 43,000.00	\$37,393.00
	DS6L41	1500 QUAD 4X4 TRADESMAN - V8	\$ 45,995.00	\$40,009.00
	DS6H41	1500 QUAD 4X4 SLT - V6	\$ 47,730.00	\$40,671.00
	DS6H41	1500 QUAD 4X4 SLT - V8	\$ 50,725.00	\$43,318.00
CLASSIC RAM 1500 CREW CAB 4X2				
	DS1L98	1500 CREW 4X2 TRADESMAN - SWB - V6	\$ 41,460.00	\$36,022.00
	DS1L98	1500 CREW 4X2 TRADESMAN - SWB - V8	\$ 44,455.00	\$38,723.00
	DS1L91	1500 CREW 4X2 TRADESMAN - LWB - V8	\$ 41,760.00	\$36,351.00
	DS1H98	1500 CREW 4X2 SLT - SWB - V6	\$ 46,190.00	\$39,288.00
	DS1H98	1500 CREW 4X2 SLT - SWB - V8	\$ 49,185.00	\$41,980.00
	DS1H91	1500 CREW 4X2 SLT - LWB - V8	\$ 46,490.00	\$39,649.00
CLASSIC RAM 1500 CREW CAB 4X4				
	DS6L98	1500 CREW 4X4 TRADESMAN - SWB - V6	\$ 45,700.00	\$39,859.00
	DS6L98	1500 CREW 4X4 TRADESMAN - SWB - V8	\$ 48,695.00	\$42,574.00
	DS6L91	1500 CREW 4X4 TRADESMAN - LWB - V8	\$ 46,000.00	\$40,175.00
	DS6H98	1500 CREW 4X4 SLT - SWB - V6	\$ 50,430.00	\$43,009.00
	DS6H98	1500 CREW 4X4 SLT - SWB - V8	\$ 53,425.00	\$45,691.00
	DS6H91	1500 CREW 4X4 SLT - LWB - V8	\$ 50,730.00	\$43,472.00
ALL NEW RAM 1500 QUAD 4X2				

	DT1L41	ALL NEW 1500 QUAD 4X2 TRADESMAN - V6	\$ 39,110.00	\$34,755.00
	DT1L41	ALL NEW 1500 QUAD 4X2 TRADESMAN - V8	\$ 42,105.00	\$37,404.00
	DTIH41	ALL NEW 1500 QUAD 4X2 BIG HORN - V6	\$ 44,325.00	\$39,196.00
	DTIH41	ALL NEW 1500 QUAD 4X2 BIG HORN - V8	\$ 47,320.00	\$41,821.00
ALL NEW RAM 1500 QUAD 4X4				
	DT6L41	ALL NEW 1500 QUAD 4X4 TRADESMAN - V6	\$ 43,450.00	\$38,644.00
	DT6L41	ALL NEW 1500 QUAD 4X4 TRADESMAN - V8	\$ 46,445.00	\$41,288.00
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V6	\$ 48,665.00	\$43,118.00
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V8	\$ 51,660.00	\$45,729.00
ALL NEW RAM 1500 CREW 4X2				
	DT1L98	ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V6	\$ 41,810.00	\$37,235.00
	DT1L98	ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V8	\$ 44,805.00	\$39,880.00
	DT1L91	ALL NEW 1500 CREW 4X2 TRADESMAN - LWB - V8	\$ 45,105.00	\$40,198.00
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V6	\$ 47,025.00	\$41,628.00
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V8	\$ 50,020.00	\$44,337.00
	DT1H91	ALL NEW 1500 CREW 4X2 BIG HORN - LWB - V8	\$ 50,320.00	\$44,635.00
ALL NEW RAM 1500 CREW 4X4				
	DT6L98	ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V6	\$ 46,150.00	\$41,202.00
	DT6L98	ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V8	\$ 49,145.00	\$43,873.00
	DT6L91	ALL NEW 1500 CREW 4X4 TRADESMAN - LWB - V8	\$ 49,445.00	\$44,154.00
	DT6H98	ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V6	\$ 51,265.00	\$45,516.00
	DT6H98	ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V8	\$ 54,260.00	\$48,224.00
	DT6H91	ALL NEW 1500 CREW 4X4 BIG HORN - LWB - V8	\$ 54,560.00	\$48,504.00
RAM 2500 REG 4X2				
	DJ2L62	2500 REG 4X2 TRADESMAN - STD. OEM GAS	\$ 47,065.00	\$43,236.00
	DJ2L62	2500 REG 4X2 TRADESMAN - STD. OEM DIESEL	\$ 56,660.00	\$51,789.00
	DJ2H62	2500 REG 4X2 BIG HORN - STD. OEM GAS	\$ 52,030.00	\$47,520.00
	DJ2H62	2500 REG 4X2 BIG HORN - STD. OEM DIESEL	\$ 61,625.00	\$56,028.00
RAM 2500 REG 4X4				
	DJ7L62	2500 REG 4X4 TRADESMAN - STD. OEM GAS	\$ 50,140.00	\$45,931.00
	DJ7L62	2500 REG 4X4 TRADESMAN - STD. OEM DIESEL	\$ 59,735.00	\$54,468.00
	DJ7H62	2500 REG 4X4 BIG HORN - STD. OEM GAS	\$ 53,140.00	\$48,445.00
	DJ7H62	2500 REG 4X4 BIG HORN - STD. OEM DIESEL	\$ 62,735.00	\$56,988.00
RAM 2500 CREW 4X2				
	DJ2L91	2500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS	\$ 49,155.00	\$45,461.00
	DJ2L91	2500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL	\$ 58,750.00	\$53,983.00
	DJ2L92	2500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS	\$ 49,355.00	\$45,635.00
	DJ2L92	2500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL	\$ 58,950.00	\$54,171.00
	DJ2H91	2500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS	\$ 54,595.00	\$49,950.00
	DJ2H91	2500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL	\$ 64,190.00	\$58,477.00
	DJ2H92	2500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS	\$ 54,795.00	\$50,123.00
	DJ2H92	2500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL	\$ 64,390.00	\$58,647.00
RAM 2500 CREW 4X4				
	DJ7L91	2500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS	\$ 52,230.00	\$48,039.00
	DJ7L91	2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL	\$ 61,825.00	\$56,601.00
	DJ7L92	2500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS	\$ 52,430.00	\$48,172.00
	DJ7L92	2500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL	\$ 62,025.00	\$56,771.00
	DJ7H91	2500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS	\$ 57,670.00	\$52,633.00

	DJ7H91	2500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL	\$ 67,265.00	\$61,153.00
	DJ7H92	2500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS	\$ 57,870.00	\$52,801.00
	DJ7H92	2500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL	\$ 67,465.00	\$61,357.00
RAM 2500 MEGA 4X4				
	DJ7H81	2500 MEGA 4X4 BIG HORN - STD. OEM GAS	\$ 59,185.00	\$54,031.00
	DJ7H81	2500 MEGA 4X4 BIG HORN - STD. OEM DIESEL	\$ 68,780.00	\$62,611.00
	DJ7P81	2500 MEGA 4X4 LARAMIE - STD. OEM GAS	\$ 67,450.00	\$61,194.00
	DJ7P81	2500 MEGA 4X4 LARAMIE - STD. OEM DIESEL	\$ 77,045.00	\$69,713.00
RAM 3500 REG 4X2				
	D23L62	3500 REG 4X2 TRADESMAN - STD. OEM GAS	\$ 48,315.00	\$44,433.00
	D23L62	3500 REG 4X2 TRADESMAN - STD. OEM DIESEL	\$ 57,910.00	\$52,965.00
	D23H62	3500 REG 4X2 BIG HORN - STD. OEM GAS	\$ 51,315.00	\$46,766.00
	D23H62	3500 REG 4X2 BIG HORN - STD. OEM DIESEL	\$ 60,910.00	\$55,313.00
RAM 3500 REG 4X4				
	D28L62	3500 REG 4X4 TRADESMAN - STD. OEM GAS	\$ 51,235.00	\$47,005.00
	D28L62	3500 REG 4X4 TRADESMAN - STD. OEM DIESEL	\$ 60,830.00	\$55,540.00
	D28H62	3500 REG 4X4 BIG HORN - STD. OEM GAS	\$ 54,235.00	\$49,346.00
	D28H62	3500 REG 4X4 BIG HORN - STD. OEM DIESEL	\$ 63,830.00	\$57,881.00
RAM 3500 CREW 4X2				
	D23L91	3500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS	\$ 50,325.00	\$46,545.00
	D23L91	3500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL	\$ 59,920.00	\$55,088.00
	D23L92	3500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS	\$ 50,525.00	\$46,481.00
	D23L92	3500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL	\$ 60,120.00	\$55,007.00
	D23H91	3500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS	\$ 55,765.00	\$51,318.00
	D23H91	3500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL	\$ 65,360.00	\$59,844.00
	D23H92	3500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS	\$ 55,965.00	\$51,193.00
	D23H92	3500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL	\$ 65,560.00	\$59,718.00
RAM 3500 CREW 4X4				
	D28L91	3500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS	\$ 53,350.00	\$49,231.00
	D28L91	3500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL	\$ 62,945.00	\$57,776.00
	D28L92	3500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS	\$ 53,550.00	\$49,089.00
	D28L92	3500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL	\$ 63,145.00	\$57,646.00
	D28H91	3500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS	\$ 58,785.00	\$53,958.00
	D28H91	3500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL	\$ 68,380.00	\$62,493.00
	D28H92	3500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS	\$ 58,990.00	\$53,867.00
	D28H92	3500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL	\$ 68,585.00	\$62,411.00
RAM 3500 MEGA 4X4				
	D28H81	3500 MEGA 4X4 BIG HORN - STD. OEM GAS	\$ 60,300.00	\$55,225.00
	D28H81	3500 MEGA 4X4 BIG HORN - STD. OEM DIESEL	\$ 69,895.00	\$63,827.00
	D28P81	3500 MEGA 4X4 LARAMIE - STD. OEM GAS	\$ 68,570.00	\$62,316.00
	D28P81	3500 MEGA 4X4 LARAMIE - STD. OEM DIESEL	\$ 78,165.00	\$70,862.00
RAM 3500 REG / CREW CHASSIS 10K GVWR				
	DF3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 46,950.00	\$42,058.00
	DF3L93	3500 CREW CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 48,155.00	\$43,215.00
	DF8L63	3500 REG CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 50,155.00	\$45,056.00
	DF8L93	3500 CREW CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 53,800.00	\$48,242.00

	DF3L63	3500 REG CAB CHASSIS 4X2, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 49,190.00 \$43,925.00
	DF3L93	3500 CREW CAB CHASSIS 4X2, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 52,825.00 \$46,988.00
	DF8L63	3500 REG CAB CHASSIS 4X4, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 52,395.00 \$46,646.00
	DF8L93	3500 CREW CAB CHASSIS 4X4, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 56,940.00 \$50,664.00
RAM 3500 REG CAB CHASSIS			
	DD3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS	\$ 46,595.00 \$41,873.00
	DD3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 56,690.00 \$51,102.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 47,550.00 \$42,713.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 57,645.00 \$51,959.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 50,015.00 \$44,813.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 60,110.00 \$54,017.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 51,525.00 \$46,133.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 61,620.00 \$55,356.00
	DD3L63	3500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 48,835.00 \$43,531.00
	DD3L63	3500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 58,930.00 \$52,584.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 49,790.00 \$44,387.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 59,885.00 \$53,414.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 52,255.00 \$46,467.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 62,350.00 \$55,497.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 53,765.00 \$47,791.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 62,860.00 \$56,850.00
RAM 3500 CREW CAB CHASSIS			
	DD3L93	3500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 48,155.00 \$43,236.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 58,250.00 \$52,447.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 52,130.00 \$46,692.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 62,225.00 \$55,934.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 52,825.00 \$47,056.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 62,920.00 \$56,082.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 56,800.00 \$50,500.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 66,895.00 \$59,531.00
RAM 4500 REG CAB CHASSIS 4X2			
	DP4L63	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 51,010.00 \$45,712.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 61,105.00 \$54,937.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 51,215.00 \$45,897.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 60,310.00 \$55,127.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 51,415.00 \$46,078.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 61,510.00 \$55,294.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 51,615.00 \$46,242.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 61,710.00 \$55,463.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 53,250.00 \$47,400.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 63,345.00 \$56,393.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 53,455.00 \$47,558.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 63,550.00 \$56,601.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS	\$ 53,655.00 \$47,725.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL	\$ 63,750.00 \$56,769.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS	\$ 53,855.00 \$47,892.00

	DP4L66	4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL	\$ 63,950.00	\$56,958.00
RAM 4500 REG CAB CHASSIS 4X4				
	DP9L63	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 54,985.00	\$49,176.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 65,080.00	\$58,606.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 55,190.00	\$49,377.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 65,285.00	\$58,545.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 55,390.00	\$49,529.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 65,485.00	\$58,778.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 55,590.00	\$49,724.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 65,685.00	\$58,939.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 57,225.00	\$50,831.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 67,320.00	\$59,883.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 57,430.00	\$51,018.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 67,525.00	\$60,068.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS	\$ 57,630.00	\$51,191.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL	\$ 67,725.00	\$60,253.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS	\$ 57,830.00	\$51,370.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL	\$ 67,925.00	\$60,415.00
RAM 4500 CREW CAB CHASSIS 4X2				
	DP4L93	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 53,030.00	\$47,447.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 63,125.00	\$56,672.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 53,230.00	\$47,597.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 63,325.00	\$56,858.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 57,700.00	\$51,232.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 67,795.00	\$60,283.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM GAS	\$ 57,900.00	\$51,438.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM DIESEL	\$ 67,995.00	\$60,410.00
RAM 4500 CREW CAB CHASSIS 4X4				
	DP9L93	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 57,005.00	\$50,938.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 67,100.00	\$60,157.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 57,205.00	\$51,096.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 67,300.00	\$60,322.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 61,675.00	\$54,715.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 71,770.00	\$63,759.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM GAS	\$ 61,875.00	\$54,884.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM DIESEL	\$ 71,970.00	\$63,930.00
RAM 5500 REG CAB CHASSIS 4X2				
	DP5L63	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 52,120.00	\$46,700.00
	DP5L63	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 62,215.00	\$55,937.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 52,325.00	\$46,868.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 62,420.00	\$56,089.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 52,525.00	\$47,079.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 62,620.00	\$56,273.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 52,730.00	\$47,217.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 62,825.00	\$56,438.00
	DP5L63	5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 54,360.00	\$48,354.00

	DP5L63	5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 64,455.00	\$57,392.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 54,565.00	\$48,517.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 64,660.00	\$57,587.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS	\$ 54,765.00	\$48,726.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL	\$ 64,860.00	\$57,759.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS	\$ 54,970.00	\$48,890.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL	\$ 65,065.00	\$57,954.00
RAM 5500 REG CAB CHASSIS 4X4				
	DP0L63	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 56,095.00	\$50,170.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 66,190.00	\$59,354.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 56,300.00	\$50,337.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 66,395.00	\$59,527.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 56,500.00	\$50,476.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 66,595.00	\$59,690.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 56,705.00	\$50,620.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 66,800.00	\$59,841.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 58,335.00	\$51,812.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 68,430.00	\$60,811.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 58,540.00	\$51,973.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 68,635.00	\$61,011.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS	\$ 58,740.00	\$52,181.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL	\$ 68,835.00	\$61,206.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS	\$ 58,945.00	\$52,339.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL	\$ 69,040.00	\$61,376.00
RAM 5500 CREW CAB CHASSIS 4X2				
	DP5L93	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 54,140.00	\$48,415.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 64,235.00	\$57,639.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 54,340.00	\$48,587.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 64,435.00	\$57,837.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 58,810.00	\$52,215.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 68,905.00	\$61,244.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM GAS	\$ 59,010.00	\$52,374.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM DIESEL	\$ 69,105.00	\$61,385.00
RAM 5500 CREW CAB CHASSIS 4X4				
	DP0L93	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 58,115.00	\$51,881.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 68,210.00	\$61,063.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 58,315.00	\$52,075.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 68,410.00	\$61,285.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 62,785.00	\$55,667.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 72,880.00	\$64,687.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM GAS	\$ 62,985.00	\$55,885.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM DIESEL	\$ 73,080.00	\$64,890.00

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
C1J	#7 Seat Foam Cushion
JKP	12 Volt AUX Power Outlet - Front
JJM	12 Volt AUX Power Outlet - Rear
JJ5	130 MPH Maximum Speed Calibration
JCF	140 MPH Primary Cert. Speedometer
WBN	18X8.0 Black Steel Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
GXD	2-Door Passive Entry, Frt Door Locks
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
TXQ	255/60R18 BSW On/Off Road Tires
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
CYD	5 Passenger Seating
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp AGM Battery
XF2	7 and 4 Pin Wiring Harness
DFT	8-Spd Auto 850RE Trans (Make)
RFL	8.4" Touchscreen Display
MLX	Accent Color Lower Fascia
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
RHQ	Aptiv/Delphi Radio Manufacturer
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
LH2	Aux Switches
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MFA	Black Headlamp Bezels
CHE	Black Headliner
CKJ	Black Vinyl Floor Covering
XAN	Blind Spot and Cross Path Detection
MNK	Body Color Door Handles
MBP	body color upper fascia

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
MBT	Body Color/Accent Color Rear Fascia
WMH	Bright Hub Caps
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
NDA	Catalytic Converter
X8S	Center Console Parts Module
CGU	Child Seat Anchor System-LATCH Ready
XFH	Class IV Receiver Hitch
*C5	Cloth Bucket Seats w/ Shift Insert
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
X82	Door Parts Module
X8J	Door Trim Panel Module
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
AZ1	Durango Pursuit Vehicle
SBL	Electric Power Steering
BNB	Electronic Stability Control
XAX	Engine Hour Meter
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
AFX	Equipment Mounting Bracket
NHJ	Exterior Mirrors w/Heating Element
X72	Exterior Plastics Module
TZF	Firestone Brand Tires
X9H	For More Info, Call 800-643-2112
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
WKB	Full Size Matching Spare Wheel
TBW	Full Size Spare Tire w/Matching Whl

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
X73	Glass Module II
LE7	Gloss Black Exterior Mirrors
MAK	Gloss Black Grille W/Granite Inner
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
X8F	Hard Trim Module
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
BNG	Hill Start Assist
HGA	Hood Insulation
XE2	I/P Mounted Elec Shifter
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
JAA	Instrument Panel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio
XRБ	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
X8T	Interior Trim Module
GAP	Laminated Front Door Glass
LMZ	LED Daytime Running Headlamps
LM6	LED Low/High Beam Headlamps
LA3	LED Taillamps w/Red Accents
X8G	Load Floor Parts Module
CXG	Lock On Sync Tire Press Sensor
RSF	Media Hub (2 USB, Aux)
CZX	Mini Console Police
APA	Monotone Paint
XA8	Non Adjustable Pedals
GXQ	Non-Key Alike Fobs
CUN	Overhead Console
XH3	ParkSense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
BR9	Police ABS 4-Wheel Hd Disc Brakes
AYF	Police Group
SDB	Police Tuned Suspension
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat
JKY	Power Accessory Delay

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
GTS	Power Heated Mirrors, Fold-Away
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
XPF	Protective Coating and Remover
XJ7	Push-Push Fuel Filler Door
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
X8U	Rear Fascias Parts Module
SES	Rear Load Leveling Suspension
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry
X8Z	Seat Parts Module
AXR	Secure Park Package
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
DHY	Single Speed Transfer Case
X9B	SiriusXM Radio Service
RSD	SiriusXM Satellite Radio
AHV	Special Service Group
NHM	Speed Control
LNQ	Spot Lamp Wiring Prep.
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
XSV	Super Nova Hydro Interior Accents
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module

Attachment: Dodge Durango (3332 : Purchase of 2023 Dodge Durango)

Standard Features - WDEE75-DURANGO PURSUIT VEHICLE AWD	
Code	Description
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
CD4	Tungsten Interior Accent Stitch
UAM	Uconnect 4 with 8.4" Display
XXS	Upfitter Electronic Module (VSIM)
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Site Plan Contract for Zaxby's.

SITE PLAN CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and MEMPHIS RESTAURANT HOLDINGS, LLC, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of OCTOBER 4, 2022, approved the Subdivision and Site Plans for ZAXBY'S, and established certain conditions for approval of this Site Plan 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 Site Plan, Grading, Sanitary Sewer and Erosion Control Plans 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 Site Plan Contract is entered into by the CITY at the insistence 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 Site Plan, Grading, Sanitary Sewer and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as

follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, Sanitary Sewer and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, 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 the proposed grading and erosion control measures 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 site plan.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter

accept responsibility for all the maintenance of all improvements.

6. 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 site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. 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 BOARD OF MAYOR AND ALDERMEN.

8. 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.

9. 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.

10. 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 site plan in accordance with the approved

Master Plan, 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.

11. 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.

12. 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.

13. 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.

14. 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 sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, 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. Said plans 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, 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.

III

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 site plan. 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 and TDEC approval. All freshly excavated 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 site. 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. It is

noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures 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 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 property 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 site. 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 Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. 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 Plain 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.

3. 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.

4. 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.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. 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 site plan, grading, and erosion control measures.

7. 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 grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. 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 erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents 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. 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.
4. That the DEVELOPER shall complete all improvements in this contract within 360 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.

VI

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 for said improvements 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 Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

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.

Attachment: Zaxby's Contract 2023-6-01 (3337 : Site Plan Contract for Zaxby's)

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED
FOR: **Memphis Restaurant Holdings, LLC**

I. Due at Execution of Subdivision and Site Plan Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$0.00)	<u>\$0.00</u>
2.	a. 'Water System Engineering and Subdivision Review (@) 6% of Water Main Cost	\$0.00	<u>\$0.00</u>
	b. Subdivision and Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 1 = \$ 175.00 1.5% of \$74,635.00	\$1,119.53	<u>\$1,119.53</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) Minimum charge of \$25 per contract \$10.00 implies \$10.00 \$25.00 implies \$25.00		<u>\$25.00</u>
4	Water Connection Fee @ \$3,000.00 per service (1) Domestic, (1) Irrigation 2		<u>\$6,000.00</u>
5	City Site Plan Inspection @ A: 3% of Development Cost \$2,239.05 or B: \$300.00 per Lot, \$300.00 Whichever is greater Development Cost = \$74,635.00		<u>\$2,239.05</u>
6	Cost of Water and Sewer Mains to the Subdivision		
SEWER BASIN: SOUTH			
7	Sewer Connection Charge at Greater of either @ \$2333 per acre 4.77 Acres (Total Site) \$ 11,128.41 \$11,128.41 (or) \$33 per Front Foot x 200' \$6,600.00		<u>\$11,128.41</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for area not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	0.5 ac	<u>\$500.00</u>
	b. 'Drainage Control Fee for area served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	4.27 Acres Detained		<u>\$2,375.00</u>
9	City portion of Water Improvements		N/A

TOTAL DUE CITY**\$23,386.99**

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)	\$	-
2. Street Light (Estimated)	\$	-
TOTAL DUE II	<u>\$</u>	<u>-</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$74,635.00

Attachment: Zaxby's Contract 2023-6-01 (3337 : Site Plan Contract for Zaxby's)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

DAVID PARSONS
MAYOR, CITY OF BARTLETT

DEVELOPER:
MEMPHIS RESTAURANT HOLDINGS, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

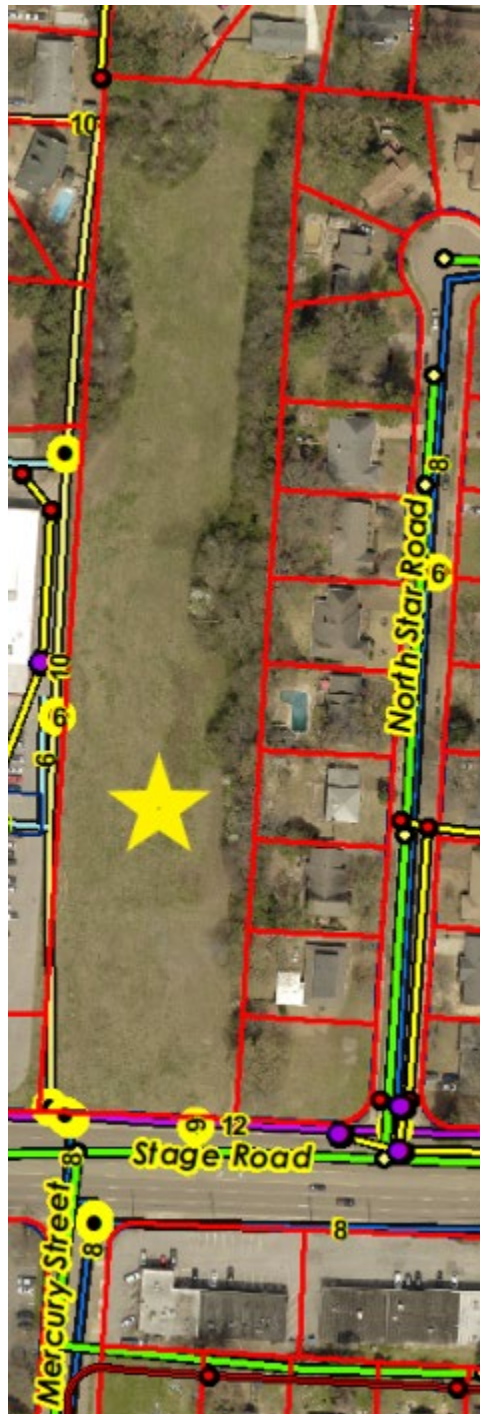
BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Location Map of Zaxby's



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: John Horne

Contract for Fletcher Creek Greenway Phase 4 environmental and design services.

The Engineering Department requested a proposal to prepare NEPA (National Environmental Policy Act) documents and a design to build the 4th phase of the Fletcher Creek Greenway from Barge Design Solutions, Inc. This project is being funded with 80 percent Federal and 20 percent local funds through the TDOT Local Programs Development Office. Barge submitted a proposal to prepare all necessary documents to satisfy TDOT's NEPA requirements, prepare construction plans, and see the project through the bidding process for up to \$298,670.00. The amount of each phase will be determined as the project progresses through environmental requirements and traffic studies. We are currently unsure of what type of traffic control will be required for the Germantown Road crossing. The Engineering Department recommends awarding this contract to Barge Design Solution, Inc. in the amount of \$298,670.00.

Barge Design Solutions, Inc. has performed work for the City of Bartlett on other projects, including prior phases of the Fletcher Creek Greenway. A copy of the proposal and site map is attached.

Funding is available in Account 311.48311.772.4514.



ATTACHMENT B
SURVEY LIMITS
SCALE: 1"=200'

BARGE
DESIGN SOLUTIONS.



SURVEY LIMITS

JILLS CREEK RD.

WINDERSVILLE DR.

COUNTRY LN.

GERMANTOWN RD.

WINDERSVILLE DR.



ATTACHMENT B
SURVEY LIMITS
SCALE: 1"=200'

BARGE
DESIGN SOLUTIONS.

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of _____ by and between City of Bartlett (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: Fletcher Creek Greenway, Phase 4

Location: Bartlett, TN

Description of Project: Barge Design Solutions, Inc. (Barge) is proposing to provide surveying, NEPA, traffic analysis, and civil engineering design services for the construction of Phase 4 of the Fletcher Creek Greenway. Phase 4 of the Fletcher Creek Greenway will begin near the intersection of Appling Road and Southern Way. Phase 4 will extend from this point in an easterly direction and follow the previously designated greenbelt to the east side of Germantown Road. The total length of the route will be approximately 1.1 miles.

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A.

- II. **COMPENSATION:** **Client** shall compensate Barge for the Basic Services as follows:

See Attachment A.

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **Barge** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

- IV. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.

Attachment: Barge contract with fee table (3327 : Contract for NEPA and Design Services)

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **Barge** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **Barge**. The parties further agree that **Barge** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **Barge** pursuant to this Agreement are instruments of professional service. **Barge** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **Barge** shall be at **Client's** sole risk and without liability to **Barge**. **Barge** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **Barge** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **Barge** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **Barge**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **Barge's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **Barge's** services under this Agreement from any cause or causes shall not exceed the amount of **Barge's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Bartlett	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:
Tax I.D. Number:	



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Miscellaneous Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide surveying, NEPA, traffic analysis, and civil engineering design services to the City of Bartlett (Client) for the construction of Phase 4 of the Fletcher Creek Greenway.

Phase 4 of the Fletcher Creek Greenway will begin near the intersection of Appling Road and Southern Way. Phase 4 will extend from this point in an easterly direction and follow the previously designated greenbelt to the east side of Germantown Road. The total length of the route will be approximately 1.1 miles. See Attachment B for the proposed route.

This project will be coordinated with the Tennessee Department of Transportation (TDOT) Local Programs Development Office. To begin, Barge will assist the Client with Project Initiation and registration with TDOT's eGrant system.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

A. NEPA Phase

Surveying Services

Surveying Services will include the following parameters:

- Topographic surveying of the area outlined on Attachment B with additional topography to determine drainage requirements
- Contours will be shown at one-foot intervals
- Approximate locations of utilities as determined by above ground visible evidence of appurtenances, available records from the appropriate agencies, and field markings provided by others
- Location of trees 8" diameter and larger as measured "at breast height" located within the trail corridor
- Determination of road rights-of-ways and subdivision boundaries adjacent to trail

- Stake preliminary layout for Client review during progress site visit.

Traffic Analysis

Barge will provide assessment and coordination to select appropriate crossing treatments at the three street crossings within Phase 4, at Appling Road, Haynes Road/Windersville Drive, and Germantown Parkway. In addition to City staff approvals, TDOT Region 4 approval will be necessary for any new crossing of Germantown Parkway. Barge has conducted initial discussions with Region 4 Traffic staff regarding the level of analysis that will be required for approval; these tasks are included in the following list.

This task includes the following services:

- *Data Collection*: conduct 14-hour weekday traffic counts at the three crossings, including any existing ped/bike crossing volumes. Haynes Road/Windersville Drive will consist of a bidirectional tube count; full vehicular turning movement counts will be collected at the existing intersections of Appling Road & Southern Way and Germantown Parkway & Windersville Drive
- *Vehicle Speed Study*: Collect tube count speed data at the Appling Road and Germantown Parkway crossings to identify actual travel speeds for use in the pedestrian crossing warrant analyses
- *Traffic Signal Warrant Analysis*: Conduct traffic signal warrant analyses per MUTCD Section 4C, using the 14-hour TMC data, at the intersections of Appling Road & Southern Way and Germantown Parkway & Windersville Drive to determine if a full traffic signal is warranted at either location
- *Pedestrian Crossing Warrant Analysis*: If a traffic signal is not warranted, conduct pedestrian crossing warrant analyses at remaining intersections based on FHWA Report SA-18-018 and MUTCD Section 4F to determine if beacons, median refuges, or other physical treatments are appropriate
- *TDOT Reporting*: Document analyses and recommendations at Germantown Parkway crossing into a memo for submittal to TDOT Region 4 Traffic staff, including one round of comment response
- *Ongoing Design Coordination*: Participation in design discussions with City and TDOT staff as appropriate to refine selected crossing treatments into a crossing design. Includes one in-person meeting with City staff and one videoconference or site visit with TDOT staff

NEPA

Once the project has been initiated and can proceed, Barge will prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for this project. In addition, Barge will complete the environmental technical studies indicated herein as required by TDOT in order to sufficiently satisfy NEPA documentation for the project. The NEPA Phase services have been divided into document coordination and technical studies. Barge will initiate work on this task upon authorization and team kick-off meeting.

- NEPA Document Coordination

Barge has discussed our knowledge of this project with TDOT and anticipates that a NEPA C-List Categorical Exclusion (CE) document would be appropriate for this

project. Barge will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by Barge. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Bartlett for review and approval. Barge will incorporate all Client comments and submit a revised CE to TDOT for review.

In addition to the above CE document and associated correspondence, it is anticipated that the above subject project will be that of a C-List CE NEPA document and could result in TDOT requiring technical studies for Endangered Species and Ecology.

- Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for two specific technical studies has been identified and included in this scope of work. They include an ecology field review and a bat presence/absence survey. Each task is described as follows:

Ecology Field Review

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database will be conducted to determine if there are any potential federally listed threatened or endangered species or critical habitat that may exist within or near the project area.

During field work, ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, Barge will review the project study area corridor for potential rare, threatened, and endangered species habitat. A summary report will be prepared for the client's review prior to submittal to TDOT.

Bat Presence/Absence Survey and Radio Tracking

A bat presence/absence survey was required for Phases 1-3 of the Fletcher Greenway Project. If one is required for Phase 4 of the Fletcher Greenway, Barge will subcontract a bat presence/absence survey for the threatened and endangered bats within the project corridor. The project team will conduct a mist net survey according to address threatened and endangered bat species presence/probable absence within the project site. Survey may be conducted between June 15th – August 15th. If captured, radio transmitters would be affixed to a maximum of two captured bats. A summary report will be prepared and submitted to TDOT for review.

As sub-noted beneath the Fee Summary Table in Section VIII, the NEPA fee includes a bat mist net survey and radiotracking, which has not yet been determined to be required. If required, the radiotracking fee includes the capture of one bat and a total of three days of weather delays. The fee is based on the 2023 USFWS Bat Survey Guidelines.

This scope does not include a NEPA Re-evaluation for the Fletcher Creek Greenway Master Plan. A NEPA Re-evaluation can be scoped, if required.

NEPA Services do not include related environmental studies, such as a cultural resources Phase I survey, an environmental impact study (EIS), hydrologic or jurisdictional determination packages, or section 401 or 404 permitting. If required by the responding Agencies, these items will be provided as additional services.

Preliminary Design

Barge will develop the alignment of the proposed greenway trail and prepare preliminary design documents for review by the Client. The preliminary layout will be staked in the field for Client review. A review meeting will be held to discuss the alignment and determine if any major changes are necessary. This coordination will determine the baseline design parameters. Any major modifications after this point may be considered additional services.

Barge understands that the Client owns the property the proposed trail will traverse, and it is not anticipated Right-of-Way acquisition will be required along the proposed route. Barge will coordinate with the TDOT Local Programs and Right-of-Way departments to obtain the Right-of-Way approval after the preliminary plan submittal. Utility certification will be included in this phase of the work.

B. Design Phase

Barge will design the Fletcher Creek Phase 4 Greenway to TDOT standards to assist in an efficient design review by the TDOT Local Programs and Roadway departments. The design plans will include the following:

- General Notes, Typical Section, Paving Schedule
- Estimated Quantities
- Property Map
- Overall and Present Layouts
- Greenway Plan and Profile
- Site Details
- Erosion Prevention and Sediment Control Plans
- Landscape Plans (Trailheads) and Details
- Traffic Control Plans

Barge will submit to the Client and TDOT preliminary, ROW, and final design plans for review. After any comments from the final design plans are addressed, Barge will submit signed Construction Documents to the Client.

Barge will provide PDF drawing sets at each design stage and will submit them to the Client and project team for review. Minor design comments resulting from these reviews will be addressed during the subsequent stage.

Barge will provide the civil drawings and specifications for the 100% Construction Documents in PDF format. Barge will also provide one full size set of drawings on 24x36 mylar and the base CAD file for reference.

Construction Documents

Civil engineering and landscape architecture design will be required for the preparation of final construction documents. These documents will be based on the following design scope:

The trail design will begin at the northwest corner of Appling Road and Southern Way. It will include the pedestrian crosswalk on Appling Road to connect it to the existing trail system within the Flaherty Municipal Center. A trailhead will be designed to connect with the existing parking lot at the Municipal Center ballfields and include a plaza area where trail users will be able to safely access the trail. Barge will assess the location of the trail through the southwestern portion of the Municipal Center and coordinate the preferred location. A determination will be made to relocate it outside the existing tree limits or if the existing trail location can be utilized with minor tree clearing to provide safety zones outside the trail and reduce potential tree root damage. Moving eastward, the proposed trail will replace the existing Municipal Center trail across the southeastern portion of the park and to the Haynes/Windersville Road crossing. As the trail extends east, it will be routed along the greenbelt north of the Country Meadows Subdivision to Germantown Road. At Germantown Road, Barge will coordinate the pedestrian crossing with the City of Bartlett and TDOT to route the trail to the Bartlett Pointe Subdivision on the east side of Germantown Road. Barge will design a trailhead on the south side of Windersville Road within the greenbelt near the entrance into Bartlett Pointe.

- Public Rights-of-Way Crossings

Appling Crossing – Barge will study the current pedestrian crossing to determine the appropriate design standards to apply to the proposed improvements. The improvements will be designed to complement the future Appling Road widening to the south. Barge will coordinate the pedestrian crossing design with the City of Bartlett.

Haynes/Windersville Crossing – Barge will assess pedestrian crossing alternatives that will not require modifications to the existing box culvert and coordinate the preferred design with the City.

Germantown Road Crossing – Barge will study traffic analysis results and coordinate with the City and TDOT to determine the most appropriate and/or warranted signal for this crossing.

- Trailheads

Municipal Center – Barge will work with the Parks Department to design a trailhead at the southern end of the Municipal Center parking area that will provide trail users a safe access point to the trail system and compliment the character of the park facilities. Design cues from previous greenway phases will

be integrated into the trailhead design, such as accessible parking, paving types, landscape features, informational kiosks, and site furnishings.

Windersville – Barge will coordinate a maximum of three alternative layouts with the City for a similar trailhead in the area south of Windersville. Considerations will be made for on-street parking, community support, and any need for a plaza area or link to the subdivision. Barge will incorporate the preferred alternative into the design.

The specific elements of design for civil engineering and landscape architecture are as follows:

- Civil Engineering

Site and Grading Design – Barge proposes to provide site, grading, and drainage design for the project. This will include details for the driveways, parking lots, curb and gutter, sidewalks, pavement, and base, designed to local specifications or geotechnical recommendations (geotechnical investigation is not included in this scope). Also included for the project will be inlet and pipe, size and location, drainage swales, and relevant spot elevations to achieve positive drainage. Barge will provide the appropriate specifications on the plans to perform the construction work.

Phased Erosion Control/Stormwater Management System Design – Barge will provide storm drainage management system design, including surface conveyance system, pipe conveyance system, and stormwater detention system, per the local requirements. Stormwater calculations will be accomplished using approved methods. Temporary sediment ponds may be required as part of the project detention/erosion and sediment controls. A stormwater pollution prevention plan (SWPPP) will be prepared as required as part of the TDEC Permitting task described at the end of this Section (II.D). Plans will also include erosion, sediment, and pollution controls using accepted Best Management Practices (BMP's). Barge will provide the appropriate specifications on the plans to perform the construction work.

- Landscape Architectural Design

Barge will provide professional landscape architectural design services to meet the minimum requirements for any landscaping ordinances and planting preferences for the City of Bartlett. Plans will illustrate the following:

- Material type and finishes
- Dimensions and layout
- Spot elevations and slopes
- Notes, details, sections, etc.

Specifications for noted items will be included.

Planting Design – Barge will provide professional landscape architectural design services illustrating the proposed planting design for the trailheads as permitted by the budget. A site landscape plan will be developed. Barge will provide the appropriate specifications to perform the construction work. Plans will illustrate the following items:

- Plant location
- Plant type
- Plant name (scientific and common)
- Plant size
- Notes
- Details
- Quantity

TDEC Permitting

Barge will prepare the SWPPP and Notice of Intent (NOI) and submit to the Tennessee Department of Conservation (TDEC). One set of review comments from TDEC will be addressed and is included in this task.

Traffic Signal Design

Barge will coordinate the results of the warrants analysis (Section II.B) with the Client and TDOT to determine which signal design to proceed with. It is anticipated that either a traffic signal or a pedestrian signal will be requested for design. Design efforts for each alternate are described as follows:

Alternate 1 – Vehicular

Barge will coordinate with the Client and TDOT to discuss criteria for the signal design. A field site review will be performed to determine potential utility conflicts and locate possible service point drop. Design will include the following:

- Signal pole placement and data tables
- Controller cabinet placement
- Signal heads and cabling design
- Pedestrian signal head layout and push button layout to ADA standards
- Phasing diagrams
- Detection layout and assignments
- Conduit/pull box layout
- Intersection sign and markings
- Street name and regulatory signage layout
- Stop bar, channelization markings, turn lane arrows, layout verification
- Basic traffic signal timing (TOD timing plans can be provided as an additional service)
- Signal wiring diagrams
- Traffic signal design standard notes and special notes
- Standard construction notes
- Quantities
- Construction cost estimate

Plans will be prepared similar to the preliminary, ROW, and final design plans, as described above in Section II.D. The final deliverable will be a traffic signal construction plan set and included in the overall design set for bid.

Alternate 2 – Pedestrian (HAWK)

Barge will coordinate with the Client and TDOT to discuss criteria for the signal design. A field site review will be performed to determine potential utility conflicts and locate possible service point drop. Design will include the following:

- Signal pole placement and data tables
- Signal heads and cabling design
- Pedestrian signal head layout and push button layout to ADA standards
- Conduit/pull box layout
- Intersection sign and markings
- Stop bar, channelization markings, pedestrian crosswalk layout verification
- Signal wiring diagrams
- Traffic signal design standard notes and special notes
- Standard construction notes
- Quantities
- Construction cost estimate

Plans will be prepared similar to the preliminary, ROW, and final design plans, as described above in Section II.D. The final deliverable will be a traffic Hawk signal construction plan set and included in the overall design set for bid.

Bid Services

Barge will prepare documents for the bid book, which will include the Final Construction Documents, Engineer's Opinion of Probable Construction Cost (EOPCC), and specifications, as required by TDOT Local Programs. Barge will review Requests for Information (RFI) from bidders that relate to design and respond to the RFIs. Barge will also assist the City in reviewing the bids and recommending the Award.

Barge can attend the pre-con meeting and provide construction contract services (including CEI tasks), if requested, as an additional service on a time and materials basis.

It is understood and agreed that Barge's services under this agreement do not include project observation or review of the Contractor's performance. The Client assumes all responsibility for interpretation of the contract documents and for construction observation, and the Client waives any claims against Barge that may in any way be connected thereto.

III. Miscellaneous Services

Barge expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in Section II. Therefore, Barge has included a cost-plus fee with a budget of \$10,000 in this proposal to cover unforeseen requests from the Client and/or permitting agencies. This line item is referred to as Miscellaneous Services in Section VIII. A detailed list of excluded services is provided below.

IV. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Barge will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the Client/Owner.
3. Design will not be phased beyond the standard TDOT process, and one set of construction documents will be produced.
4. Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the Client in the establishment of this budget but cannot be held responsible as to whether the yet-undefined budget is achieved.
5. There are no historical structures involved with the project.
6. The site is properly zoned, and rezoning or variance applications are not necessary.
7. Property or easement acquisition will not be necessary.
8. Design fee is based upon the site plan (Attachment B), as discussed with the Client. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.
9. Irrigation design is not required. If added to the services, it is to be from a domestic water source, and no supplemental pumping systems are required.
10. All environmental, property, land acquisition, and zoning issues are assumed to have been resolved.
11. Geotechnical report will be provided by others.
12. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering project schedule. If the information is not received in a timely manner, then additional design fees may be required.
13. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the Contractor/Client.
14. Any underground tanks are to be identified by others and are not included in this scope.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. NEPA Re-evaluation
2. Cultural Resources Phase I Survey
3. Environmental Impact Study (EIS)
4. Right-of-way or easement acquisition, exhibits, descriptions, or other related services
5. CEI Services
6. Survey of creek cross-sections
7. Hydraulic analysis for any creek crossings
8. Pedestrian bridge design coordination
9. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
10. Design revisions requested by those outside the project team and stakeholders beyond the design development phase

11. Site renderings
12. Irrigation design
13. LEED certification
14. Lead-based paint and asbestos testing
15. Retaining wall design
16. Offsite utility design or relocation services
17. Time of Day traffic signal timing plans
18. Communication design / layout
19. Structural foundation and pole design
20. Foundation bores for signal poles (provided by TDOT)
21. Additional data collection counts
22. Floodway modeling/studies
23. Site electrical, site lighting, site communication, and gas utility services design
24. Platting
25. Construction staking
26. As-builts and ALTA surveys

In providing the OPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

V. Time of Performance

Barge is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed and will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

VI. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following

is a list of documents that will be produced as a part of this effort.

- A. Topographic Survey in AutoCAD format to be used for design
- B. NEPA documentation and/or summary reports submitted to TDOT in PDF format
- C. Preliminary design documents for review
- D. ROW Documents in PDF format
- E. Final Construction Documents in PDF format, including one hard copy
- F. Engineer's Opinion of Probable Cost
- G. Bid Book Documents in PDF format, including one hard copy
- H. SWPPP submittal documents for TDEC in PDF format

VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below:

Fee Summary Table

Items	Fee Type	Fee Amount
A. NEPA Phase		
a. Surveying Services	Lump Sum	\$34,800
b. Traffic Analysis	Lump Sum	\$19,700
c. NEPA ¹	Lump Sum	\$77,300
d. Preliminary Design	Lump Sum	\$33,870
B. Design Phase		
a. Construction Documents	Lump Sum	\$97,900
b. TDEC Permitting	Lump Sum	\$7,100
c. Traffic Signal Design ²		
1. Alternate 1 – Vehicular	Lump Sum	\$20,500
2. Alternate 2 – Pedestrian	Lump Sum	\$15,500
3. Alternate 3 – No Signal	Lump Sum	\$0
d. Bid Services	Lump Sum	\$7,500
TOTAL (w/ Item B.c.1. Alternate 1)	Lump Sum	\$298,670
TOTAL (w/ Item B.c.2. Alternate 2)	Lump Sum	\$293,670
TOTAL (w/ Item B.c.3. Alternate 3)	Lump Sum	\$278,170

¹ Fee includes a bat mist net survey and radiotracking, which has not yet been determined to be required. If required, radiotracking includes the capture of one bat and a total of three days of weather delays. If a bat survey is not required, the amount of \$35,800 will be removed from the total fee for the NEPA task.

² At this time, the project may warrant a vehicular, pedestrian, or no traffic signal at the intersection with North Germantown Parkway. Only one of these alternatives (and corresponding fees) will be selected.

Miscellaneous services are based on allowance of hours for tasks requested by the client. The client agrees to pay Barge on the basis of standard hourly billing rates in effect when these services are provided by various Barge employees. Expenses incurred while performing CP services such as printing, survey stakes, mileage, etc., will be billed directly with a 15% markup for handling. The contract amounts for CP services, including direct project expenses, will not exceed the amounts shown below without prior authorization by the Client.

Miscellaneous Services Summary Table

Items	Fee Type	Fee Amount
III. Miscellaneous Services	Cost Plus	\$10,000
TOTAL	Cost Plus	\$10,000

In the event additional work is requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals can be provided upon request. These rates will be escalated by 3% starting 1/1/2024.

The fees provided above are valid up to three (3) months from the date of this proposal.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Engineering

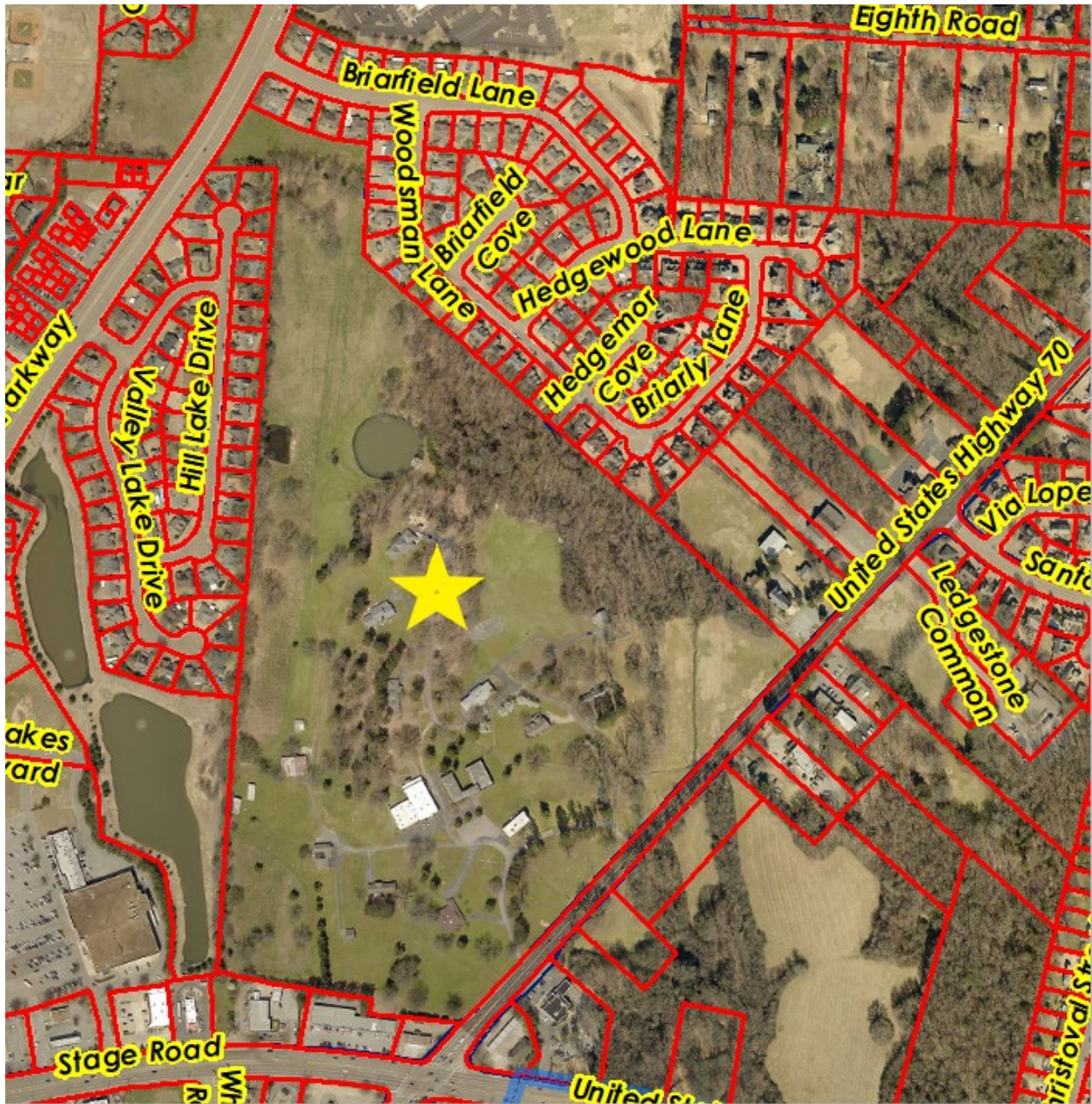
Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Mixed Used Contract for Union Depot Phase 1A.

Location Map- Union Depot



Attachment: Location Map (3334 : Mixed Used Contract for Union Depot Phase 1A)



**MIXED USE DEVELOPMENT CONTRACT
UNION DEPOT PHASE 1A**

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to as the CITY and **BLUE SKY COMMUNITIES, INC.**, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a mixed use development plat entitled: **UNION DEPOT PHASE 1A** dated **SEPTEMBER 6 2022**, developed 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 Mixed Use Development in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Mixed Use 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 variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Mixed Use 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 promises 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 its 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 this Mixed Use 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 development.
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 mixed use development, 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 Mixed Use Development.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Mixed Use Development, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select Underground Distribution of the Memphis Light, Gas, and Water's application for Utility Services for the Mixed Use Development. Underground Distribution shall mean that all primary feeders to the Mixed Use Development and within the Mixed Use Development shall be underground to pad mounted transformers located at the side property line between the buildings. 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 Mixed Use Development, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, any 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-degradable 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 Mixed Use Development 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 Mixed Use Development 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 and costs and expenses.
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 Mixed Use Development, 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:

PUBLIC 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 Public Street Paving Requirements, Page 10 of 23)

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 Mixed Use Development 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: 23" 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 Mixed Use Development 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 development. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL PUBLIC 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. The final surface (1") will be bonded until 100% of the lots in Phase 1A, & 1B are built upon and until 32 lots in Phase 2A are built upon. The DEVELOPER will be responsible for all road repairs on Union Depot Drive, Talcott Drive, and Portage Drive until all lots are built upon in Phases 1A, & 1B, and until 32 lots are built upon in Phase 2A.

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 development 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 development.
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 development.
2. Developer will pay a water connection fee of \$3,000.00 per Service Tap.

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 development, and sewer laterals to the front on each lot within the said development. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said development.

VII**SEWER CONNECTION CHARGE**

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge. This charge will be the greater of the following fees: \$2,333 per acres or \$33 per front footage. Such fee shall be paid prior to approval of the Final Plat of said development 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 development 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 development. 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 development, 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 development in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said development. 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 development, 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 development, and also title to the water main and sewer mains and accessories (sewer lift station) within the development 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 development 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 development 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 development and discharge all waters reasonably expected to flow from the development 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 development. 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 development 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 development. Said plan shall be compatible with the overall drainage plan for the development 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 development 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 channelized 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 public 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 attorney's fees for defense of same.
10. Detention basin property for Mixed Use 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. Detention basin maintenance on the Mixed Use property will be the responsibility of the Mixed Use Property Owner.
12. In Mixed Use 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. However; since this 1A Phase of Union Depot is a Road Construction Phase, These fees are not applicable. Other Phases of Union Depot will be assessed detention fees where applicable.
13. 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 development 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 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 Mixed Use Development will be installing private street lights that are located on private property.

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 Mixed Use

.

Development 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 23 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 Mixed Use Development, including reasonable costs, litigation expenses and attorney's fees and expenses for defense of same.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND:

1. A Full Cost (100%) bond will be calculated on work required in the existing right of way, or work that is necessary to protect the public interest, or are estimated amounts for future payment by the developer.
2. Additional on-site utilities that will later be publicly owned will incur a minimum bond at 25% of full cost value.
3. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms.
4. This minimum Mixed Use Development Bond requires that *the Contractor installing Public and Private Infrastructure are one and the same.*

The following items (where applicable) will be bonded at 100%:

1. Erosion Control plan items.
2. Work in the existing public right of way, including traffic control and all traffic signalization.
3. Work necessary to attach to public water, sewer, or drain lines.
4. Estimated sidewalk and handicap ramp costs.
5. Estimated Public Street Final Asphalt Layer costs.
6. Estimated street light costs.
7. Estimated HOA set up costs of \$100/lot to be released when the HOA is set up and annual meetings are occurring and transfer of assets has occurred.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND (CONTINUED)

These remaining items will be bonded at 25%:

1. On-site Public water, sewer, or drain lines.
 2. Base Asphalt and subgrade.
-
1. Prior to the contract being prepared, the developer shall provide the City with a written request to use the minimum bond in which he acknowledges that he is aware that Use and Occupancy will be held until all public infrastructure is inspected and complete to the City's satisfaction.
 2. The minimum bond will be provided to the engineer's office prior to the preconstruction meeting along with the fees and the contract.
 3. No Use or Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department.
 - This Union Depot Phase 1A development contract incorporates preliminary infrastructure for the future subdivision of this property as Union Depot Phase 2A.
 - This development contract includes road construction and all drainage, sewer, and water infrastructure within said road.
 - This development contract **does not** include any subdivision of property.
 - Because of this, this current contract does not include any lot based fees or sewer and water connection fees.
 - In the future, if the DEVELOPER desires to subdivide this property as Phase 2A, at that time a subdivision contract shall be brought to the Board and Mayor of Aldermen to pay for all associated lot fees as well as sewer and water connection fees.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT
THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
UNION DEPOT PHASE 1A**

I. Due at Execution of Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$244,802.50)	<u>\$36,720.38</u>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	<u>\$14,688.15</u>
3	Sewer Review Fee - \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$25.00 implies \$160.00	<u>\$160.00</u>
4	City Inspection @ 3% of Full Development Cost Full Development Cost = \$915,592.96	<u>\$27,467.79</u>
TOTAL DUE CITY		\$79,036.32

**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)	<u>\$131,664.46</u>
2. Street Light (Privately Owned)	<u>N/A</u>
TOTAL DUE II	\$131,664.46

**III. Upon Execution of Subdivision Contract and
Before Construction Begins
(BOND)**\$280,496.35

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER

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 _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Engineering

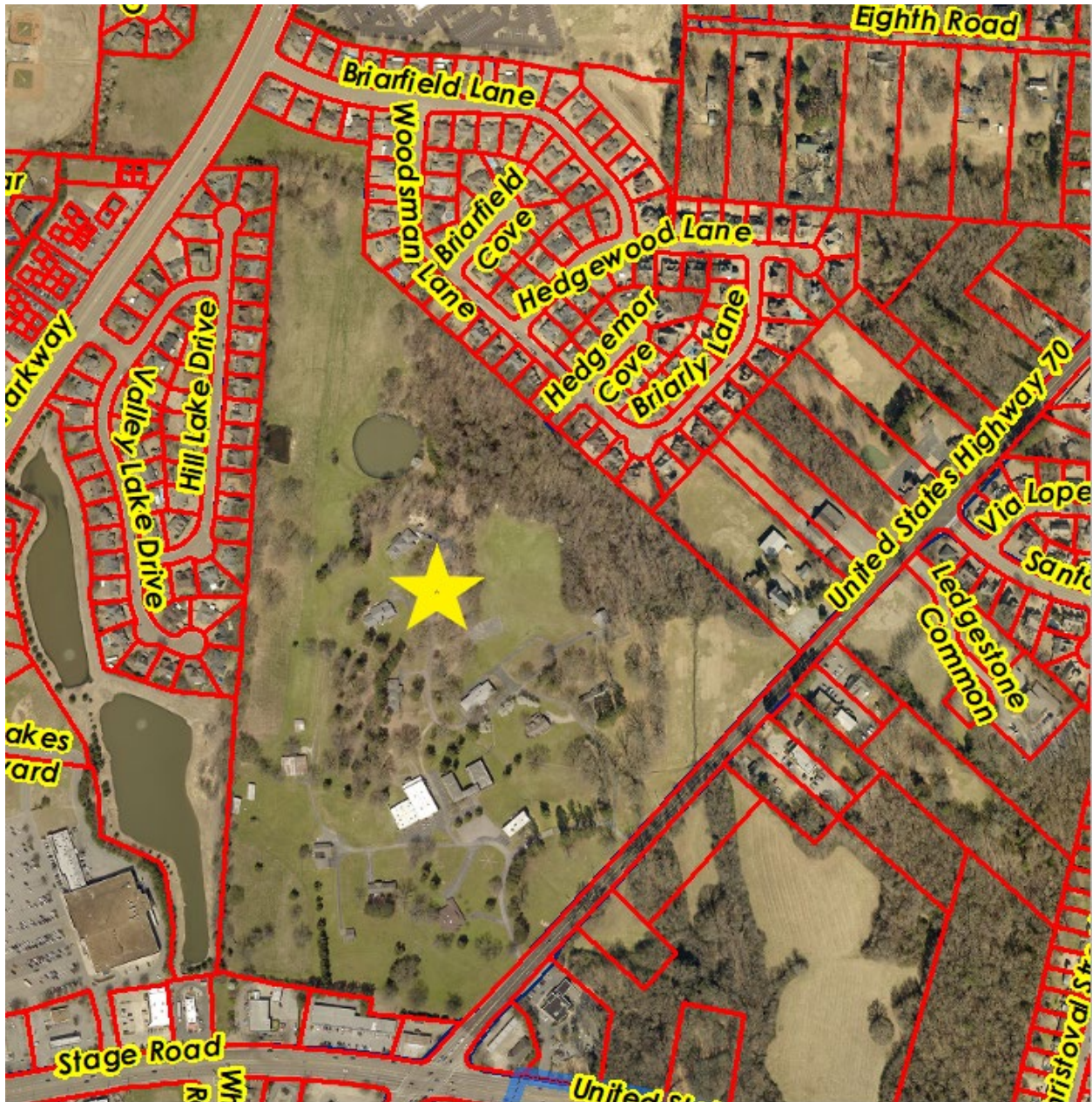
Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Mixed Used Contract for Union Depot Phase 1B.

Location Map- Union Depot



Attachment: Location Map (3335 : Mixed Used Contract for Union Depot Phase 1B)

**MIXED USE DEVELOPMENT CONTRACT
UNION DEPOT PHASE 1B**

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and **BLUE SKY COMMUNITIES, INC**, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a mixed use development plat entitled: **UNION DEPOT PHASE 1B** dated **NOVEMBER 7 2022**, developed 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 Mixed Use Development in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Mixed Use 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 variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Mixed Use 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 promises 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 its 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 this Mixed Use 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 development.
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 mixed use development, 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 Mixed Use Development.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Mixed Use Development, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select Underground Distribution of the Memphis Light, Gas, and Water's application for Utility Services for the Mixed Use Development. Underground Distribution shall mean that all primary feeders to the Mixed Use Development and within the Mixed Use Development shall be underground to pad mounted transformers located at the side property line between the buildings. 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 Mixed Use Development, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, any 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-degradable 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 Mixed Use Development 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 Mixed Use Development 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 and costs and expenses.
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 Mixed Use Development, 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:

PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS

All public 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 Public Street Paving Requirements, Page 10 of 23)

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 Mixed Use Development 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: 23" 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 Mixed Use Development 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 development. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL PUBLIC 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. The final surface (1") will be bonded until 100% of the lots in Phase 1A, & 1B are built upon and until 32 lots in Phase 2A are built upon. The DEVELOPER will be responsible for all road repairs on Union Depot Drive, Talcott Drive, and Portage Drive until all lots are built upon in Phases 1A, & 1B, and until 32 lots are built upon in Phase 2A.

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 development 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 development.
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 development.
2. Developer will pay a water connection fee of \$3,000.00 per Service Tap.

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 development, and sewer laterals to the front on each lot within the said development. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said development.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge. This charge will be the greater of the following fees: \$2,333 per acres or \$33 per front footage. Such fee shall be paid prior to approval of the Final Plat of said development 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 development 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 development. 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 development, 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 development in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said development. 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 development, 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 development, and also title to the water main and sewer mains and accessories (sewer lift station) within the development 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 development 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 development 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 development and discharge all waters reasonably expected to flow from the development 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 development. 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 development 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 development. Said plan shall be compatible with the overall drainage plan for the development 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 development 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 channelized 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 public 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 attorney's fees for defense of same.
10. Detention basin property for Mixed Use 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. Detention basin maintenance on the Mixed Use property will be the responsibility of the Mixed Use Property Owner.
12. In Mixed Use 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. However; since this 1A Phase of Union Depot is a Road Construction Phase, These fees are not applicable. Other Phases of Union Depot will be assessed detention fees where applicable.
13. 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 development 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 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. The only exception to this warranty will be in regards to the Sewer Equalization Tanks. Both tanks shall have a (5) year warranty covering materials and installation.

XIV

STREET LIGHTS

1. The Developer of the Mixed Use Development will be installing private street lights that are located on private property.

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 Mixed Use

Development 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 23 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 Mixed Use Development, including reasonable costs, litigation expenses and attorney's fees and expenses for defense of same.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND:

1. A Full Cost (100%) bond will be calculated on work required in the existing right of way, or work that is necessary to protect the public interest, or are estimated amounts for future payment by the developer.
2. Additional on-site utilities that will later be publicly owned will incur a minimum bond at 25% of full cost value.
3. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms.
4. This minimum Mixed Use Development Bond requires that *the Contractor installing Public and Private Infrastructure are one and the same.*

The following items (where applicable) will be bonded at 100%:

1. Erosion Control plan items.
2. Work in the existing public right of way, including traffic control and all traffic signalization.
3. Work necessary to attach to public water, sewer, or drain lines.
4. Estimated sidewalk and handicap ramp costs.
5. Estimated Public Street Final Asphalt Layer costs.
6. Estimated street light costs.
7. Estimated HOA set up costs of \$100/lot to be released when the HOA is set up and annual meetings are occurring and transfer of assets has occurred.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND (CONTINUED)**These remaining items will be bonded at 25%:**

1. On-site Public water, sewer, or drain lines.
2. Base Asphalt and subgrade.

1. Prior to the contract being prepared, the developer shall provide the City with a written request to use the minimum bond in which he acknowledges that he is aware that Use and Occupancy will be held until all public infrastructure is inspected and complete to the City's satisfaction.
2. The minimum bond will be provided to the engineer's office prior to the preconstruction meeting along with the fees and the contract.
3. No Use or Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT
THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
UNION DEPOT PHASE 1B**

I. Due at Execution of Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$676,491.00)	<u>\$101,473.65</u>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	<u>\$40,589.46</u>
3	Sewer Review Fee - \$25 per 250 feet or fraction thereof of sewer line extension (whichever is greater) sewer lines Minimum charge of \$25 per contract \$25.00 implies \$175.00	<u>\$175.00</u>
4	City Inspection @ 3% of Full Development Cost Full Development Cost = \$3,578,158.00	<u>\$107,344.74</u>
5	Water Connection Fee @ \$3,000.00 I(5) Domestic, (2) Irrigation 7	<u>\$21,000.00</u>

Cost of Water and Sewer Mains to the Subdivision

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of \$2333 per acre 13.27 Acres (Total Site) \$30,958.91 or \$33 per Front Foot x 650' \$21,450.00	<u>\$30,958.91</u>
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DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for area not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500) 0 Acres Undetained	<u>\$0.00</u>
	b. 'Drainage Control Fee for area served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250) 13.27 Acres Detained	<u>\$6,750.00</u>

TOTAL DUE CITY **\$308,291.76**

**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)	<u>\$131,664.46</u>
2.	Street Light (Privately Owned)	<u>N/A</u>

TOTAL DUE II **\$131,664.46**

**III. Upon Execution of Subdivision Contract and
Before Construction Begins**

BOND **\$1,779,826.48**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER

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 _____



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Residential Subdivision Contract Union Depot Phase 2A Modified for Minimum Bond.



**UNION DEPOT
PHASES**

**RESIDENTIAL SUBDIVISION CONTRACT
UNION DEPOT PHASE 2A MODIFIED FOR MINIMUM BOND**

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and BLUE SKY COMMUNITIES, INC., hereinafter referred to as the
DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: UNION DEPOT PHASE 2A dated January 3, 2023, 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:

PUBLIC 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 final surface (1") will be bonded until 100% of the lots in Phase 1A, 1B are built upon and until 32 lots of Phase 2A are built upon. The DEVELOPER will be responsible for all road repairs on Union Depot Drive, Talcott Drive, and Portage Drive until all lots are built upon in Phases 1A, & 1B are built upon and until 32 lots of Phase 2A are built upon.

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

It is assumed that construction and paving of Union Depot Drive, Talcott Drive, and Portage Drive will be completed in Union Depot Phase 1A. Otherwise, the following conditions must be met in accordance with this Minimum Bond Residential Contract.

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. The final surface (1") will be bonded until 100% of the lots in Phase 1A, 1B are built upon and until 32 lots of Phase 2A are built upon. The DEVELOPER will be responsible for all road repairs on Union Depot Drive, Talcott Drive, and Portage Drive until all lots are built upon in Phases 1A, & 1B are built upon and until 32 lots of Phase 2A are built upon.

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 Minimum Bond Contract required in this warranty periods is to be 100% 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 Mixed Use Development will be installing private street lights that are located on private property.

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:

The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all Public Infrastructure work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

Also, the Contract for Union Depot Phase 1A includes the following items:

1. Full construction and acceptance for Union Depot Drive, Talcott Lane, & Portage Drive.
2. Full construction and acceptance of all public infrastructure in said streets above.
3. Fees and Bonding associated with public infrastructure installed in 1A.

Union Depot Phase 1A does NOT include:

1. Any Subdivision of Lots
2. Any Fees associated with Lots.

Therefore this Phase 2A does have fees associated with Lots that are subdivided in this phase but does not include fees that were previously paid in 1A. These have been noted on the Fee page.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
UNION DEPOT PHASE 2A**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$30,797.50)	<u>\$4,619.63</u>
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost		<u>\$1,847.85</u>
	b. Subdivision & site plan review fee @ \$175 per lot. 48 Lots		<u>\$8,400.00</u>
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 \$480.00 \$25.00 implies \$300.20		<u>Paid in 1A</u>
4	City Subdivision Inspection @ A: 3% of Full Development Cost or B: \$300.00 per Lot Whichever is greater Full Development Cost =	\$2,638.31 \$14,400.00 \$87,943.50	<u>Paid in 1A</u>
5	Water Connection Fee @ \$2,000.00 per Lot 48 Lots	\$2,000.00	<u>\$96,000.00</u>
6	Sewer Connection Fee @ \$2000.00 per Lot 48 Lots	\$2,000.00	<u>\$96,000.00</u>

7	DRAINAGE BASIN- Tributary of Fletcher Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 0 Lots		<u>\$0.00</u>
8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 48 Lots	\$12,000.00	<u>\$12,000.00</u>
9	City portion of Water Improvements		<u>\$0.00</u>
10	DISTRICT _____ 3 Park Land Development Fee @ \$700.00 per Lot 48 Lots	\$700.00	<u>\$33,600.00</u>
TOTAL DUE CITY			<u>\$252,467.48</u>

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)		<u>\$131,664.46</u>
2. Street Light (Estimated at \$650.00 per lot) 48 Lots	Private	<u>N/A</u>
TOTAL DUE II		<u>\$131,664.46</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins

MINIMUM BOND \$53,864.15

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount
and held until HOA is turned over to residents in a
formal meeting, and minutes from that meeting are
provided to the City of Bartlett Planning and
Engineering Offices. 48 Lots

HOA BOND **\$ 73,000.00**

LOT	#	\$/LOT	
1-25	25	\$ 2,000.00	\$ 50,000.00
26-75	23	\$ 1,000.00	\$ 23,000.00
75-	200	\$ 500.00	

The Minimum Required Bond is the greater of Item III. And IV. Above **\$73,000.00**

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

 CITY OF BARTLETT

 BLUE SKY COMMUNITIES, INC

 TYPED OR PRINTED SIGNATURE

ATTEST:

 CITY CLERK

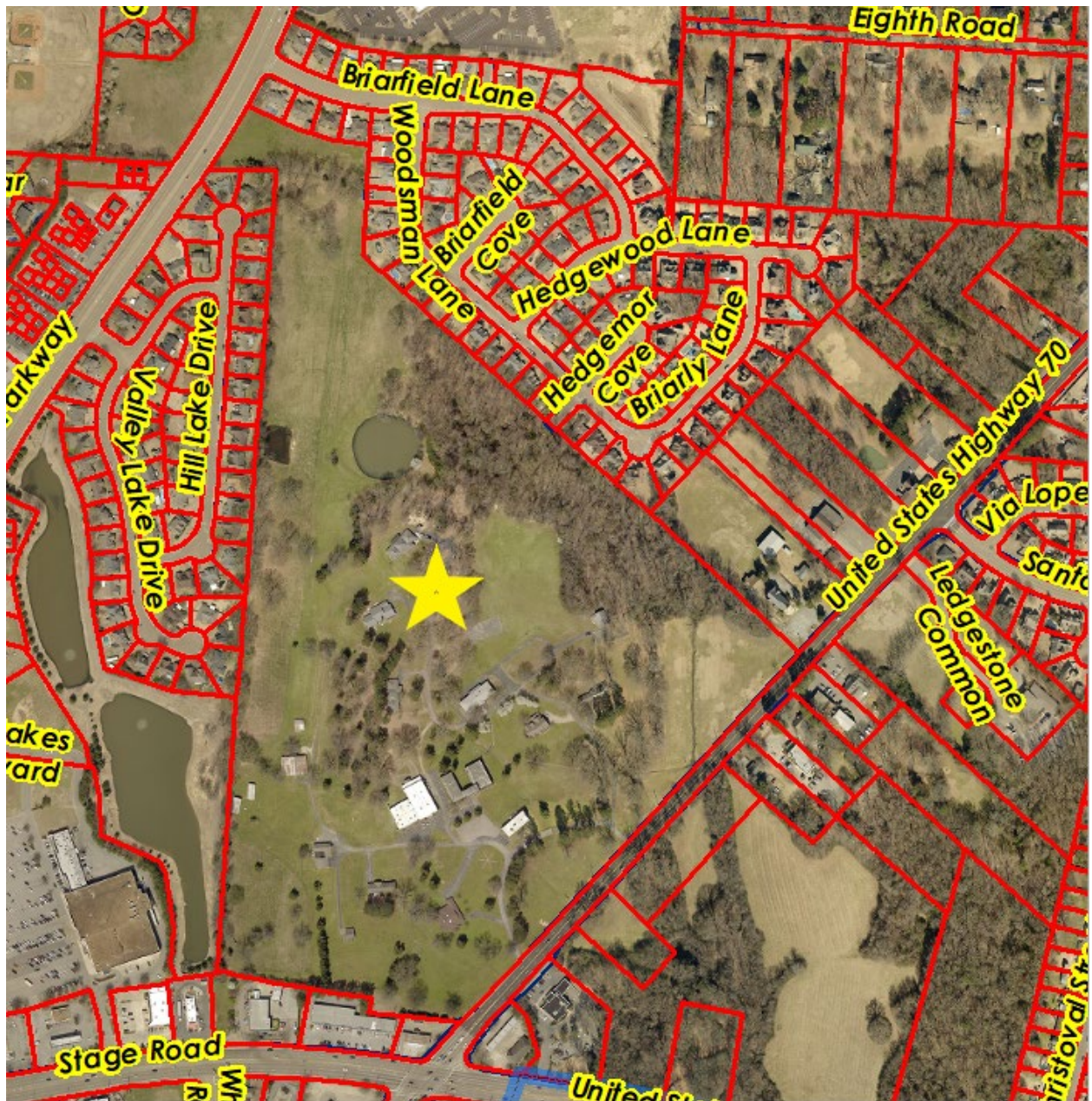
 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Location Map- Union Depot



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: David Parsons

Appoint Cassi Montoya to the Pension Board (Defined Benefit Plan) and the Retirement Plan Committee (Cash Balance Plan).

Cassi Montoya will fill the position vacated by Candace Ward. Her term will expire December 31, 2024.

PENSION BOARD
(Defined Benefit Plan)

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Montoya, Cassi	12/31/2024	New Appointment (filling Candace Ward's unexpired term)

THE RETIREMENT PLAN COMMITTEE

(Cash Balance Plan)

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Montoya, Cassi	12/31/2024	New Appointment (filling Candace Ward's unexpired term)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3331)

Meeting: 06/13/23 06:00 PM

Department: Finance

Category: Amendment

Prepared By: Eric Phan

Initiator: Dick Phebus

Sponsors:

DOC ID: 3331

Resolution 13-23, a resolution to amend the FY2023 Capital Improvement Fund, Grant Fund and the Park Improvements Fund to provide funding for Deermont Park Paving Project.

WHEREAS, the Deermont Park's parking lot and curbs are in need of repairs and paving; and

WHEREAS, the funding will come from Shelby County Community Enhancement Grants in fiscal year 2020 and fiscal year 2022, \$25,000 from Bartlett City School, and the Park Improvements Fund balance; and

WHEREAS, the Deermont Park Paving Project had a single bidder, Ferrell Paving, who bid the project at \$269,607;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the proposed bid amount of \$269,607 plus a \$4,193 repair allowance be approved and that the Grant Fund, the Park Improvements Fund and the Capital Improvement Fund be amended to provide funding for the Deermont Park Paving Project. General Ledger accounts are shown in the table below.

Account	Description	Amount
131.30000.33581.02522	Shelby County Community Enhancement Grant	\$ 28,500
131.30000.33585.04020	Shelby County Community Enhancement Grant	85,300
311.48311.36708	Transfer from School	25,000
126.48126.999	Transfer to Capital Improvement Fund	135,000
	Total	\$ 273,800

Adopted this day of June 13, 2023

Harold Brad King, Register to the

Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/23 06:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for FY2023 Deermont Park Paving Project.

On May 9, 2023 an ad was placed in *The Daily News*. On May 30, 2023, the City of Bartlett received one bid, which was opened at City Hall.

A sole bid was received from Ferrell Paving Company for \$269,607.00.

We recommend the bid be awarded to Ferrell Paving Inc. for a total price of \$269,607.00.

Funds are available in Account 312.48312.780.51223.

Thank you for your consideration.

SB# FY 2023-04-020
DEERMONT PARK PAVING
6675 DEERMONT DRIVE, BARTLETT, TN 38134

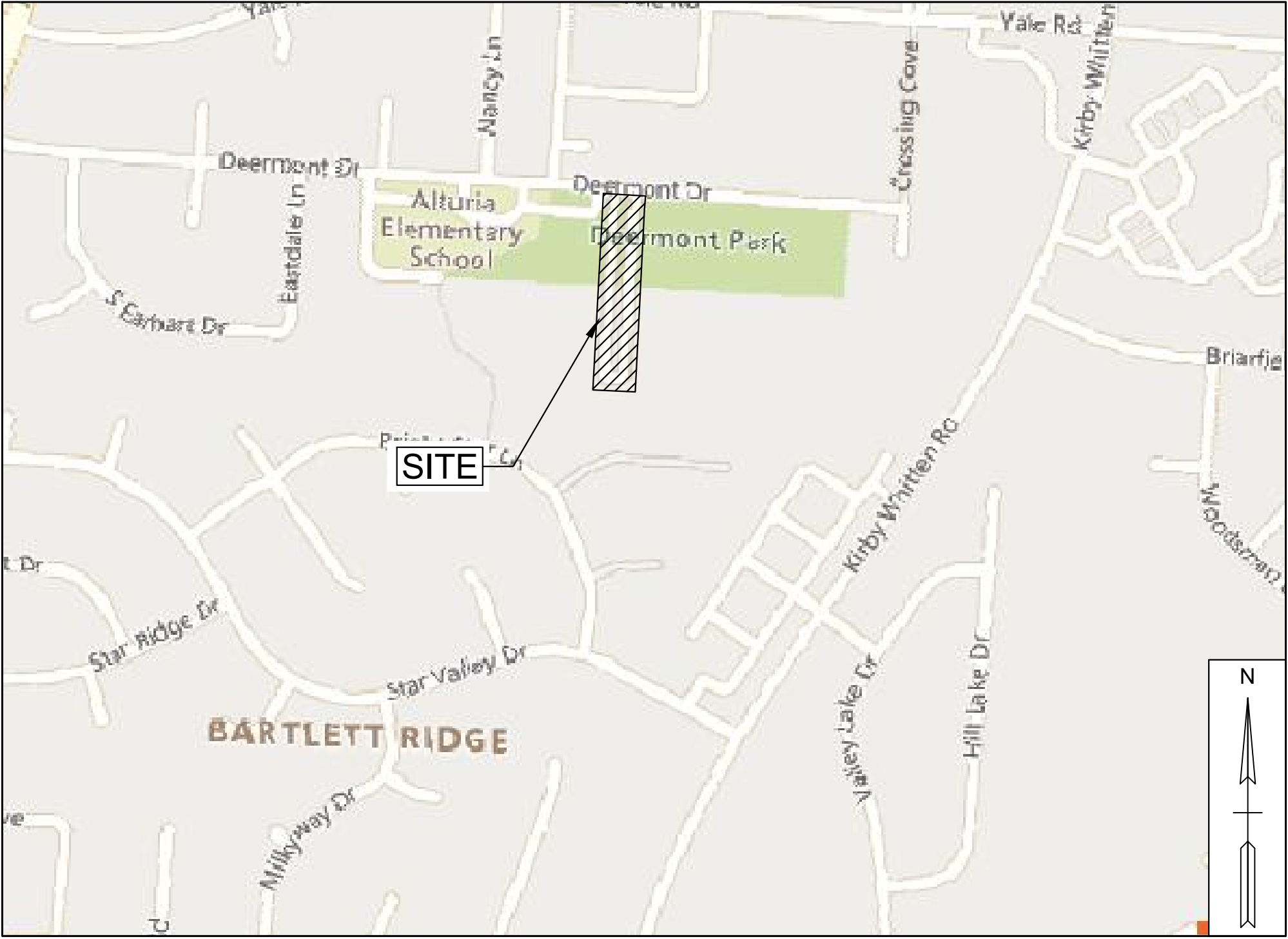
PARKS DIRECTOR
SHAN CRISWELL

MAYOR AND
COMMISSIONERS
DAVID PARSONS, MAYOR
BRAD KING, ALDERMAN
ROBERT GRIFFIN, ALDERMAN
DAVID REAVES, ALDERMAN
BOBBY SIMMONS, ALDERMAN
JACK YOUNG, ALDERMAN
KEVIN QUINN, ALDERMAN

CITY OF BARTLETT
PARKS AND RECREATION
5868 STAGE ROAD, BARTLETT, TN

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
C0.00	COVER SHEET
C0.41	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.01	SITE LAYOUT PLAN
C1.02	PAVING PLAN
C7.01	SITE DETAILS



VICINITY MAP
NOT TO SCALE



60 Germantown Court // Suite 100 // Memphis, Tennessee 38018
Phone (901) 755-7166 // Fax (901) 755-7844

SB# FY 2023-04-020
DEERMONT PARK PAVING

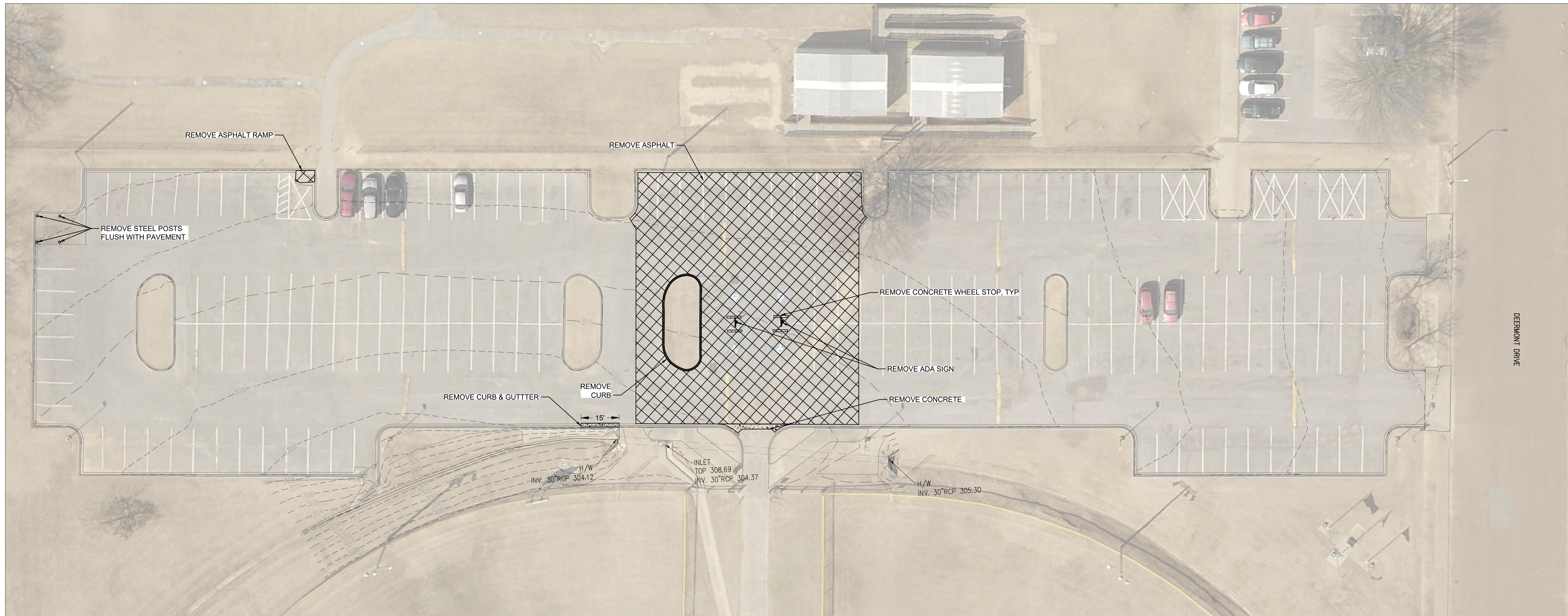
C0.00
PROJECT No.
34758-19



EXISTING CONDITIONS AND DEMOLITION PLAN

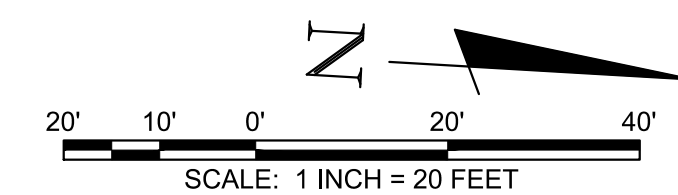
6675 DEERMONT DRIVE
DEERMONT PARK PARKING LOT
BARTLETT, SHELBY COUNTY, TN 38134

Attachment: FY2023-04-020 DEERMONT PARK PAVING PROJECT plans (3333 : 2023 Deermont Park Paving Project)



DEMOLITION NOTES

1. DEMOLITION WORK SHALL BE COORDINATED WITH ALL ADJACENT USES. ALL DEMOLITION AREAS SHALL BE SECURED TO ALLOW SAFE ACCESS ONLY TO CONSTRUCTION PERSONNEL.
2. CONTRACTOR SHALL FULLY REMOVE AND DISPOSE OF ALL DEMOLISHED MATERIALS OFF-SITE UNLESS NOTED OTHERWISE.
3. SURFACE CONCRETE AND ASPHALT SHALL BE SAWCUT TO A NEAT, STRAIGHT LINE THROUGH PAVEMENT AND BASE. DEMOLISH AND REMOVE PAVEMENT MATERIAL, INCLUDING ANY BASE MATERIAL.
4. PRIOR TO COMMENCING WORK, CONTACT UTILITY OWNERS TO NOTIFY THEM OF WORK IN AREA AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY. CONTRACTOR TO COORDINATE SHUT-OFF AND REROUTING OF ANY SITE UTILITIES WITH LOCAL ENTITIES HAVING JURISDICTION. COORDINATE UTILITY RELOCATION SCHEDULE WITH CONSTRUCTION OPERATIONS AROUND NEARBY UTILITY.
5. KEEP SITE CLEAN AND NEAT AT ALL TIMES.
6. STORAGE OR SALE OF REMOVED ITEMS ON SITE OR FROM SITE WILL NOT BE PERMITTED.
7. CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.
8. BE CONTRACTOR'S RESPONSIBILITY.
9. KEEP SITE SECURE AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR SECURING ALL MATERIALS, SUPPLIES, AND EQUIPMENT STORED ON SITE.
10. COORDINATE WITH UTILITY COMPANIES AFFECTED BY WORK OF THIS CONTRACT. CONTRACTOR WILL BE RESPONSIBLE FOR ANY "AID TO CONSTRUCTION" OR DEMOLITION REQUIRED BY UTILITIES.
11. THE CONTRACTOR SHALL SAW-CUT A JOINT ON EACH SIDE OF THE CONCRETE AREA TO BE REMOVED, ANY DAMAGE TO THE ADJOINING SURFACES SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR/REPLACE IN AN ACCEPTABLE MANNER.
12. ANY LOOSE CONCRETE AND/OR ASPHALT DISTURBED WITH THE REPLACEMENT SHOULD ALSO BE REMOVED FROM THE SITE.
13. DISPOSAL OF ALL CONSTRUCTION DEBRIS IS THE RESPONSIBILITY OF THE CONTRACTOR, AND SHOULD BE HAULED OFF ON THE SAME DAY AS REMOVED. PILES OF DEBRIS CANNOT BE LEFT ON SITE OVERNIGHT TO PROTECT THE SAFETY OF RESIDENTS, ANY DIRT PLACED IN THE STREET OR GRASSED AREAS SHALL BE REMOVED AND THE SURFACE CLEANED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY FRESHLY PAVED CONCRETE AND IF DAMAGED, SHALL REPLACE WITH NO ADDITIONAL COSTS.



C0.41

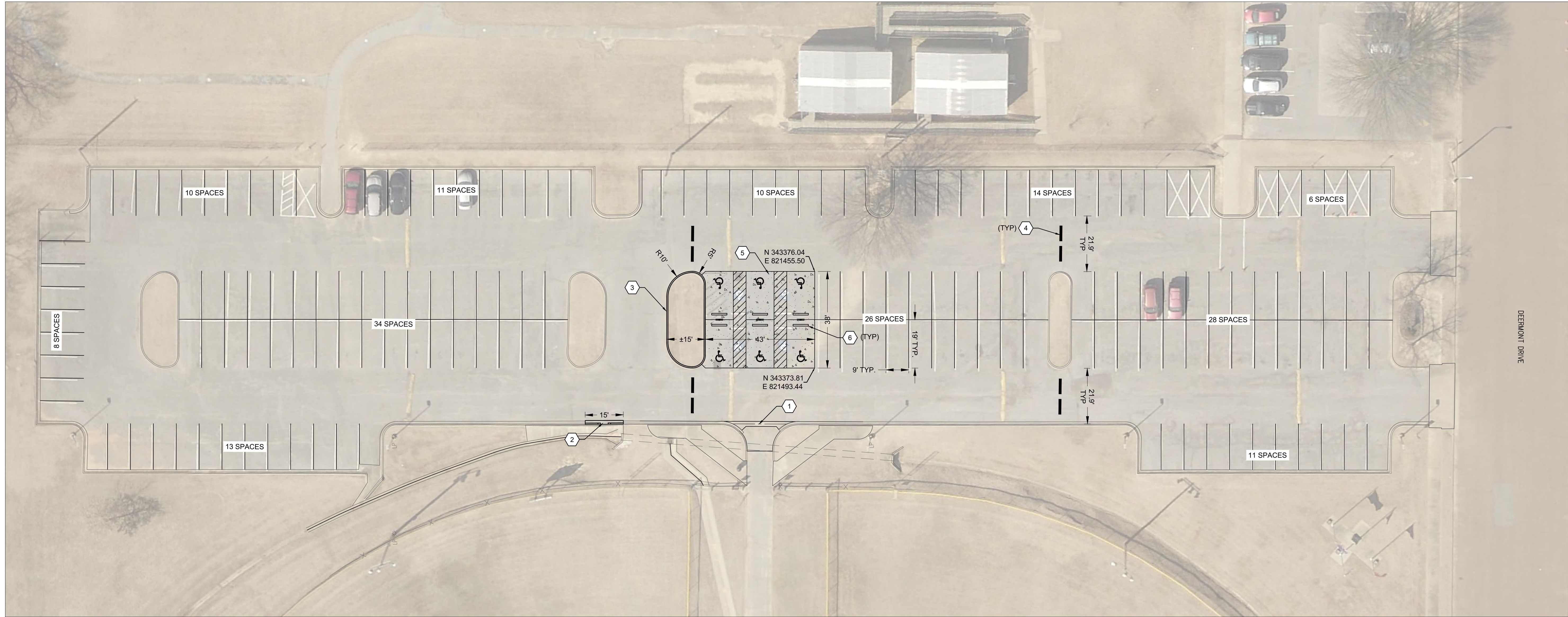
FILE NO. 34758-19



SITE LAYOUT PLAN

6675 DEERMONT DRIVE
DEERMONT PARK PARKING LOT
BARTLETT, SHELBY COUNTY, TN 38134

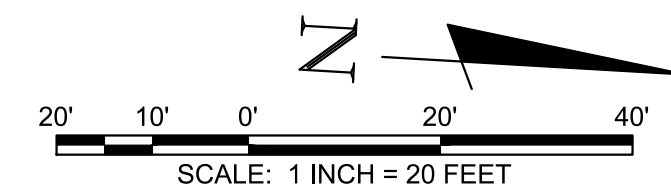
Attachment: FY2023-04-020 DEERMONT PARK PAVING PROJECT plans (3333 : 2023 Deermont Park Paving Project)



SITE NOTES

1. THE SITE LAYOUT SHALL BE BASED ON THE DIMENSIONS AND OTHER INFORMATION SHOWN. MINOR ADJUSTMENTS TO THE LAYOUT APPROVED BY THE ENGINEER MAY BE NEEDED IN THE FIELD TO ACHIEVE THE DESIRED ALIGNMENT OF THE IMPROVEMENTS.
2. CONTRACTOR SHALL BE FAMILIAR WITH THE SITE AND CHECK ALL FINAL DIMENSIONS ON THE GROUND PRIOR TO CONSTRUCTION ACTIVITIES. NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES FROM THE PLANS.
3. THE EXACT LOCATION OF ALL EXISTING UTILITIES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. CARE SHALL BE TAKEN CARE TO PROTECT ANY UTILITIES THAT ARE TO REMAIN AND ALL CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY COMPANY/AGENCY. ANY DAMAGED UTILITY SHALL BE REPAIRED/RELOCATED TO MEET LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL PROTECT ALL UTILITIES LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE.
4. THE CONTRACTOR SHALL CUT CLEAN EDGES ON EXISTING PAVEMENT AND PROVIDE SMOOTH TRANSITION INTO PROPOSED PAVEMENT.
5. CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS REMOVED DURING THE INSTALLATION OF PROPOSED IMPROVEMENTS.
6. SPEED BUMPERS SHALL BE OF LOW PROFILE OR RAMPED PLASTIC TYPE BUMPS. CONTRACTOR SHALL SUBMIT SPEED BUMP PRODUCT INFORMATION TO OWNER FOR APPROVAL.

SITE KEYNOTES	
1	CONCRETE WATER TABLE (06/C7.01)
2	CURB AND GUTTER (PROVIDE CURB CUT) (07/C7.01)
3	VERTICAL CURB (04/C7.01)
4	SPEED BUMP (SEE NOTE 6)
5	ADA PARKING SPACES, MARKINGS, AND SIGNAGE (05/C7.01)
6	CONCRETE WHEEL STOP (01/C7.01)



C1.01

FILE NO. 34758-19



PAVING PLAN

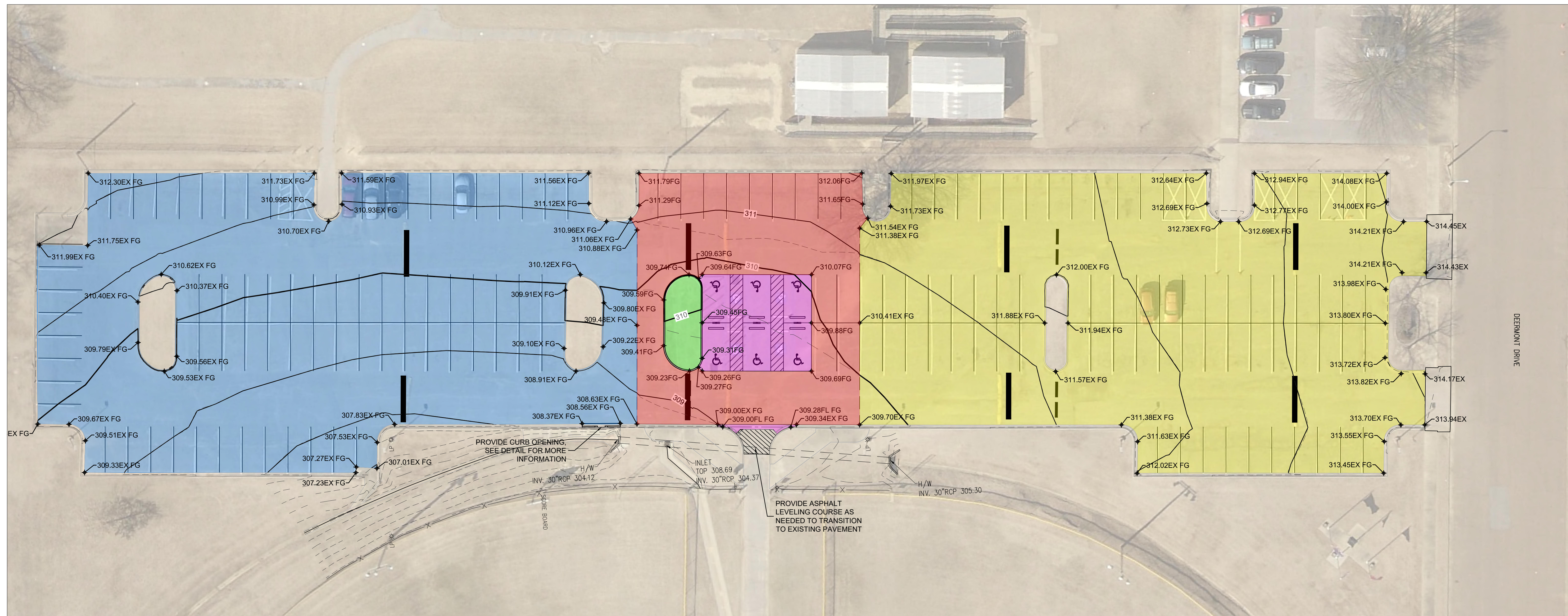
6675 DEERMONT DRIVE
DEERMONT PARK PARKING LOT

BARTLETT, SHELBY COUNTY, TN 38134

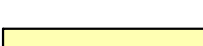
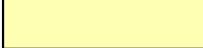
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C1.02

FILE NO. 34758-19

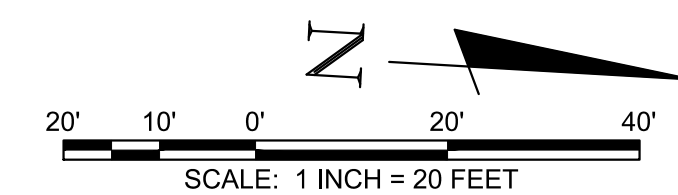


LEGEND

	¾" MILL & 411D PAVING (1" COMPACTED TO ¾")
	1 ½" TO 2" MILL & 411D PAVING (COMPACTED TO 1 ½" MIN.)
	ASPHALT DEMOLITION, GRADING, 4" CR610, 2" 307 & 2" 411D PAVING (02/C7.01)
	CONCRETE PAVING (03/C7.01)
	SODDED AREA

GENERAL NOTES

1. CONTRACTOR TO REPLACE ANY PAVEMENT MARKINGS REMOVED DURING INSTALLATION OF CURB AND GUTTER, AND PAVEMENT.



1 CONCRETE WHEEL STOP

- NOTES:**
1. ALL ACCESSIBLE SPACES SHALL BE SIGNED PER STATE OF TENNESSEE REQUIREMENTS.
 2. ACCESSIBLE PARKING SPACE AND ACCESS AISLE DIMENSIONS SHALL BE AS INDICATED ON THESE PLANS. SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION ACROSS THE PARKING SPACE & ACCESS AISLE.

- NOTES:**
1. ASPHALTIC CONCRETE SURFACE GRADE "E" (PG64-22) LIMESTONE, MATERIAL AND INSTALLATION IN ACCORDANCE WITH TDOT STANDARDS.
 2. DENSITY REQUIREMENTS FOR COMPACTION PER TDOT STANDARDS.
 3. BINDER COURSE GRADE "B-M".
 4. ASPHALTIC BINDER COURSE MIXTURES SHALL BE IN ACCORDANCE WITH TYPE REFERENCED IN SECTION 307 OF TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 5. ASPHALTIC SURFACE COURSE MIXTURES SHALL BE IN ACCORDANCE WITH TYPE REFERENCED IN SECTION 411 OF TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 6. PROVIDE PRIME COAT AND TACK COAT TO FACE OF CURB WHERE CURB CONTACTS ASPHALT.

- NOTES:**
- (SEE NOTES)
1. FOR PREPARATION OF PAVEMENT SUBGRADE, FILL PLACED WITHIN 8 INCHES OF FINISHED SUBGRADE ELEVATION IN AREAS TO BE PAVED SHOULD BE COMPACTED TO AT LEAST 98% OF MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D698). FILL PLACED BELOW THIS LEVEL SHOULD BE COMPACTED TO AT LEAST 95% OF MATERIAL'S MAXIMUM DRY DENSITY.
 2. PORTLAND CEMENT CONCRETE PAVEMENT MIXTURE SHALL BE IN ACCORDANCE WITH CITY OF BARTLETT TECHNICAL SPECIFICATIONS.
 3. FIBER REINFORCEMENT SHALL BE PER CITY OF BARTLETT TECHNICAL SPECIFICATIONS (1.5 POUNDS PER CUBIC YARD).

- NOTES:
1. EXPANSION JOINTS SHALL BE SPACED AT 50' O.C. SEE TYPICAL EXPANSION JOINT DETAILS.
 2. PROVIDE $\frac{1}{2}$ " CONTRACTION JOINTS AT 10' ON CENTER, JOINTS ADJACENT TO CONCRETE PAVEMENT (E.G. SIDEWALK) TO MATCH PAVEMENT JOINTS.
 3. EXACT CURB DIMENSIONS MAY BE ALTERED SLIGHTLY TO FIT STANDARD EXTRUDER CURB MACHINES. BUT SUCH VARIANCES MUST BE APPROVED BY THE ENGINEER. SUBMIT PROPOSED VARIANCES FOR APPROVAL.
 4. SEE TYPICAL CONCRETE PAVEMENT DETAIL FOR PAVEMENT INFORMATION.
 5. PROVIDE EXPANSION JOINT BETWEEN CURB AND CONCRETE PAVEMENT PER TYPICAL DETAILS.
 6. CONCRETE AND CONSTRUCTION TO CONFORM TO REQUIREMENTS OF THE SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.

4 VERTICAL CURB
C7.01 SCALE: NTS

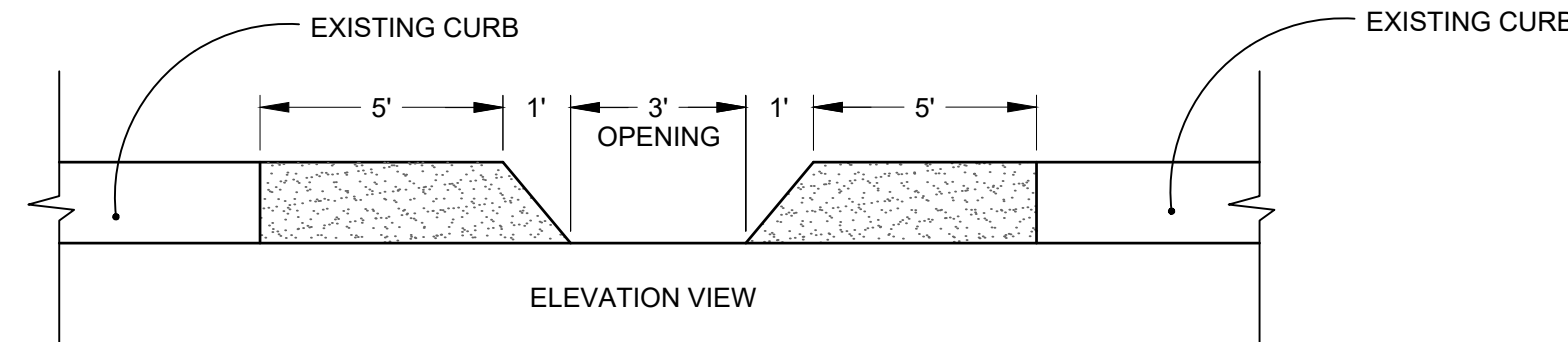
- NOTE:
1. VAN ACCESSIBLE PARKING SIGNAGE SHALL BE PER T.C.A. 55-21-105.
 2. STANDARD ACCESSIBLE PARKING SIGNAGE SHALL BE PER T.C.A. 55-21-108.
 3. COLORS:TEXT & BORDER: GREEN, BACKGROUND: WHITE

- NOTES:**
1. FOR PREPARATION OF PAVEMENT SUBGRADE, FILL PLACED WITHIN 8 INCHES OF FINISHED SUBGRADE ELEVATION IN AREAS TO BE PAVED SHOULD BE COMPACTED TO AT LEAST 98% OF MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D698). FILL PLACED BELOW THIS LEVEL SHOULD BE COMPACTED TO AT LEAST 95% OF MATERIAL'S MAXIMUM DRY DENSITY.
 2. PORTLAND CEMENT CONCRETE PAVEMENT MIXTURE SHALL BE IN ACCORDANCE WITH CITY OF BARTLETT TECHNICAL SPECIFICATIONS.
 3. FIBER REINFORCEMENT SHALL BE PER CITY OF BARTLETT TECHNICAL SPECIFICATIONS (1.5 POUNDS PER CUBIC YARD).

6 CONCRETE WATER TABLE

5 ADA PARKING DETAIL

- NOTES:**
1. PRE-CUT JOINT MATERIAL SHALL BE USED IN ALL EXPANSION JOINTS.
 2. DUMMY JOINTS SHALL BE INSTALLED AT 10 FT INTERVALS, MAXIMUM.
 3. EXPANSION JOINTS SHALL BE INSTALLED AT 40 FT., MAXIMUM.
 4. EXPANSION JOINTS SHALL BE INSTALLED AT ENDS OF RADARS.
 5. EXPANSION JOINTS SHALL BE LOCATED A MINIMUM OF 5 FT. FROM INLET STRUCTURES.
 6. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI @ 28 DAYS.



CURB AND GUTTER
SCALE: NTS

SITE DETAILS

6675 DEERMONT DRIVE
DEERMONT PARK PARKING LOT
BARTLETT, SHELBY COUNTY, TN 38134

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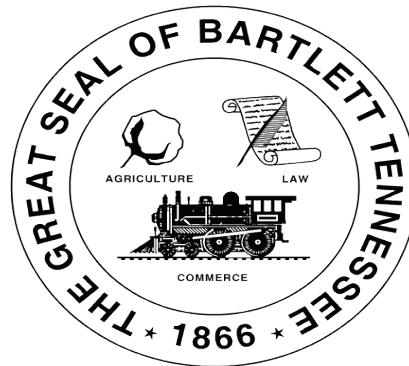
C7.01

FILE NO. 34758-19

CITY OF BARTLETT

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

David Parson, Mayor
Steve Sones, Chief Administrator Officer
Dick Phebus, Finance Director
John Horne, Engineering Director
Shan Criswell, Parks & Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2023-04-020

DUE: Tuesday, May 30, 2023, no later than 2:00 p.m. (CST)

DEERMONT PARK PAVING PROJECT

The City of Bartlett is seeking bids to repair and pave the Deermont Park parking lot. This project is in accordance to the following bid specifications.

DEERMONT PARK PAVING PROJECT
 Sealed Bid #: FY2023-04-020
 Due Date: May 30, 2023

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Public Acts 109 Form	PA-1
Public Acts 775 Form	PA-2
Suspension and Debarment Certification Form	DCF-1 to DCF-3
Non-collusion Affidavit of Prime Bidder	NCA-1
Contract Monitoring	CM-1
Title VI Plan	Title VI -1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1 to SC-3
Bid Submittal Form	BSF-1
Bid Pricing Sheet	BPS-1 to BPS-3
Bid Bond	BB-1 to BB-2
Notice of Award	NA-1
Performance Payment Bond	PPB-1 to PPB-3
Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-3

DEERMONT PARK PAVING PROJECT
 Sealed Bid #: FY2023-04-020
 Due Date: May 30, 2023

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Tuesday, May 30, 2023.** All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2023 Deermont Park Paving Project**” and addressed to:

**MAYOR DAVID PARSONS
 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.

Bid Book and 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 no later than May 19, 2023; failure to submit this form may disqualify you as a bidder.

The Contractor shall be capable of obtaining a State of Tennessee classification of CE or E and have an IMSA Level 1 Technician on hand for the duration of construction of the project. There is no fee to obtain bid documents.

Please quote prices on attached sheet

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

DEERMONT PARK PAVING PROJECT
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INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of asphalt pavement repairs to the parking lot at Deermont Park, located at 6675 Deermont Drive. The project includes asphalt milling & overlay, full-depth asphalt replacement, concrete ADA parking, and concrete infrastructure.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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-

- a. lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

DEERMONT PARK PAVING PROJECT

Sealed Bid #: FY2023-04-020

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- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

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

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

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

License: Name of Project – **FY2023-04-020 Deermont Park Paving Project**
Date of Bid Opening
Name of Contractor/Company
Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
Licenses Expiration Date
Acknowledgement of Each Applicable Addendum

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

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City of Bartlett**. 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.

IB-2

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 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. May 30, 2023** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

IB-3

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. 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.

IB-4

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**, its elected officials, appointees, employees and members of boards, agencies and commissions free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for 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.

GC-1

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. Coverage as applicable to the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be primary and non-contributory regardless of any insurance or self-insurance that the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions may maintain.

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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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.

GC-2

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

All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. The City of Bartlett Specifications have been recently modified. The City's Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **forty five (45) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The contractor shall be responsible for construction staking, surveying, and cut sheets in **accordance with the City of Bartlett Construction specifications.**

F. PERFORMANCE BOND

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

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "F.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

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of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company is said Circular 570.

GC-3

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00 per day**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

GC-4

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

H.5 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

GC-5

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

N. UTILITIES

N.1 Utilities shown were located in the 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.

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O. DRUG PROGRAM

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

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

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

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

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

The successful bidder is responsible for acquiring electronic copies from the City of Bartlett website and printing hard copies, as needed, at their cost of reproduction.

DEERMONT PARK PAVING PROJECT
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GC-9
PUBLIC ACTS 109

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

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

Print Name_____

Signed _____

Title _____

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

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

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

PA-1

DEERMONT PARK PAVING PROJECT
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PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any supplier 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 supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1.” (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

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.775.php) PublicActs.775.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.

DEERMONT PARK PAVING PROJECT
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SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or 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.

DCF-1

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 voluntary 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

DEERMONT PARK PAVING PROJECT
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DCF-2

Company/Firm _____

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 2023.

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.*

DCF-3

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 retain 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 _____, 2023

(Title)

My commission expires 20 .

DEERMONT PARK PAVING PROJECT
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NCA-1

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.

CM-1

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DEERMONT PARK PAVING PROJECT
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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? _____

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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: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570
MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635

DEERMONT PARK PAVING PROJECT
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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 _____, 2023.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

SPECIAL CONDITIONS

- 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 website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
- Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 prior to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
- Asphalt paving items in this project will be awarded based on the unit prices and projected estimates for asphalt patching, overlay, and milling items.
- Unsuitable weather conditions will not justify additional days as there are plenty of days allotted to complete the project if construction begins soon after the project is awarded and contractor makes a good faith effort to complete it in a timely manner. See section H on page GC-4 and GC-5 for additional details regarding time of completion and liquidated damages.
- **Water usage:** The contractor will procure a water meter, free of charge, from Bartlett Public Works Department, located at 3585 Alturia Road. Contractor must meter any water used for this project with the Bartlett water meter so that usage can be documented by the Bartlett Water Department, for annual reporting. The water used will not be charged to the contractor.
- **Cleanup:** Contractor is responsible for all clean-up of existing milled asphalt. Parking lot needs to be cleaned by removing loose material and made ready for asphalt contractor to tack and install overlay over milled area within five working days.
- **Haul:** Contractor is responsible for Hauling all milled material from the job site and disposing of the material in a correct fashion. For payment purposes, weighing of the milled material will be required with certified tickets provided to the City from a state certified scale.
- **Traffic Control:** Contractor is responsible for all traffic control through the milling and paving process. Coordination of traffic control between the milling and overlay process is the responsibility of the contractor. Contractor shall coordinate any closing of all or portions of the parking lot with the Bartlett Parks and Recreation Department.
- **Milling:** Default thickness of milling depth is identified in the drawings, but should the Contractor encounter unfavorable field conditions for the depth specified, Contractor shall coordinate this with the Engineer.

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411-D Asphalt Pavement – (Overlay): Asphalt Pavement shall meet the Tennessee Department of Transportation specifications Section 407 for asphalt mix 411-D.

307-C Asphalt Pavement: Asphalt pavement shall meet the Tennessee Department of Transportation specifications Section 407 for asphalt mix 307-C.

Refer to plan sheets for more details and information about the locations and quantities for pay items.

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS

Item No. 1: Demolition of Existing Asphalt, Grading, Installation of 12" Cement Treated Base(CTB), & Asphalt Paving with 2" 307 & 2" 411D will include all cost for complete removal & replacement of existing asphalt, necessary grading to achieve the specified elevations on the plans, compaction of subgrade, installation of CTB, & 2" lifts of base and surface asphalt paving. This includes any necessary removal and disposal of excess material. Payment will be at the unit price per square foot.

Item 2: Thin Mill: 3/4" Asphalt Milling & Asphalt Paving with 1" 411 D Compacted to 3/4" will include all cost for materials, milling of the existing asphalt paving and installation of the asphalt surface course. Payment will be at the unit price per square foot.

Item 3: Thick Mill: 1-1/2" - 2" Asphalt Milling & Asphalt Paving with 411D Compacted to 1-1/2" minimum will include all cost for materials, milling of the existing asphalt paving and installation of the asphalt surface course. Payment will be at the unit price per square foot.

Item 4: Demolition of Existing Asphalt & installation of Heavy Duty Concrete will include all cost for complete removal of existing Asphalt and installation of 4" CR610, & reinforced concrete as specified in the Plans, including saw cutting, removal and disposal of material, & necessary compaction. Payment will be at the unit price per square foot.

Item 5: Demolition & Replacement of Concrete Water Table will include all cost for complete removal & replacement of Concrete Water Table including saw cutting, removal and disposal of material, & necessary compaction. Payment will be at the unit price per square foot.

Item 6: Demolition & Replacement of Existing Curb & Gutter will include all cost for complete removal of existing Curb and Gutter and installation of new 6-18 Curb & Gutter according to the locations and elevations indicated on the Plans and specified in the Contract Book Details. Payment includes saw cutting, removal and disposal of material, & necessary compaction. Payment will be at the unit price per LF.

Item 7: Demolition & Replacement of Existing Curb will include all cost for complete removal of existing Curb and installation of new 6" Vertical Curb according to the locations and elevations indicated on the Plans and specified in the Contract Book Details. Payment includes saw cutting, removal and disposal of material, & necessary compaction. Payment will be at the unit price per LF.

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Item 8: Bermuda Sod will include all cost for materials and installation of Bermuda sod, including liming, fertilizing, sodding and watering. Sod shall be used in areas deemed necessary due to soil disturbance. Payment will be at the unit price per square foot. No payment will be made for any sodding which does not produce a satisfactory and acceptable growth of grass.

Item 9: Striping will include all cost for materials and installation of parking lot striping indicated on the plans. Payment will be Lump Sum.

Item 10: ADA Signage will include all cost for materials and installation of ADA Parking Signs. Payment will be per each sign.

Item 11: Concrete Repair will include all cost for materials and installation of Concrete Repairs made to the existing curbs, concrete channel lining, and concrete driveway aprons necessary to repair damage caused by construction activities. Payment shall be at the unit price per CY.

Item 12: Steel Post Removal will include all cost for removing the 4 existing steel posts indicated on the plans. Payment includes removal and disposal of posts & grinding posts smooth with adjacent concrete. Payment will be Lump Sum.

Item 13: Rubber Speed Bumps will include all cost for materials and installation of Rubber Speed Bumps indicated on the plans. Payment will be per each speed bump.

Item 14: Undercut Bedding CR-610 500 tons. In the event that bad subgrade is discovered, this additional amount of CR-610 may be authorized only by Parks Directors.

Item 15: Undercut Bedding CTB 500 tons. In the event that bad subgrade is discovered, this additional amount of CTB may be authorized only by Parks Directors.

Item 16: Wheel Stops will include all cost for materials and installation of concrete Wheel Stops as indicated on the plans. Payment will be per each wheel stop.

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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. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work
11. 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.

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BID PRICING SHEET

Item No.	Description	QTY	Unit	Unit Cost	Total Cost
1	Demolition of Existing Asphalt, Grading, Installation of 12" Cement Treated Base(CTB), & Asphalt Paving with 2" 307 & 2" 411D	6,540	SF		
2	Thin Mill: 3/4" Asphalt Milling & Asphalt Paving with 1" 411 D Compacted to 3/4"	23,500	SF		
3	Thick Mill: 1-1/2" - 2" Asphalt Milling & Asphalt Paving with 411D Compacted to 1-1/2" minimum	22,300	SF		
4	Demolition of Existing Asphalt & installation of Heavy Duty Concrete	1,640	SF		
5	Demolition & Replacement of Concrete Water Table	60	SF		
6	Demolition & Replacement of Existing Curb & Gutter	15	LF		
7	Demolition & Replacement of Existing Curb	95	LF		
8	Bermuda Sod	470	SF		
9	Striping	1	LS		
10	ADA Signage	6	EA		
11	Concrete Repair		CY		
12	Steel Post Removal	1	LS		
13	Rubber Speed Bumps	8	EA		
14	Undercut Bedding CR-610	500	TONS		
15	Undercut Bedding CTB	500	TONS		
16	Wheel Stops	6	EA		
GRAND TOTAL					

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Total Base Bid in Words:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

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

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

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

DEERMONT PARK PAVING PROJECT
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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 _____, 2023.

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.

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BB-1

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

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

Print Name _____

_____(L.S.)
 Principal

Surety

By: _____ Print Name: _____

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

DEERMONT PARK PAVING PROJECT
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BB-2
NOTICE OF AWARD

To:

PROJECT Description: **FY2023-04-020 DEERMONT PARK PAVING PROJECT**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2023 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 _____, 2023.

CITY OF BARTLETT

Name: _____

Print Name: David Parsons

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: _____

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NA-1
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 _____, 2023 a copy of
 which is hereto attached and made a part hereof for the construction of:

FY2023-04-020 DEERMONT PARK PAVING PROJECT

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work to
 be performed thereunder or the specifications accompanying the same shall in any wise affect its

DEERMONT PARK PAVING PROJECT
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obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PPB-1

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 _____, 2023.

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

 Surety

ATTEST:

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

DEERMONT PARK PAVING PROJECT
Sealed Bid #: FY2023-04-020
Due Date: May 30, 2023

PPB-2

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.

DEERMONT PARK PAVING PROJECT
 Sealed Bid #: FY2023-04-020
 Due Date: May 30, 2023

PPB-3

NOTICE TO PROCEED

TO:

PROJECT: FY2023-04-020 DEERMONT PARK PAVING PROJCT

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023 and you are to complete the WORK within 45 (forty-five) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2023.

CITY OF BARTLETT

By: _____

Print Name: David Parsons.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 2023.

By: _____

Print Name: _____

Title: _____

DEERMONT PARK PAVING PROJECT
 Sealed Bid #: FY2023-04-020
 Due Date: May 30, 2023

NP-1

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023 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 **FY2023-04-020 DEERMONT PARK PAVING PROJECT**.
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 forty-five (45) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) 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

DEERMONT PARK PAVING PROJECT
Sealed Bid #: FY2023-04-020
Due Date: May 30, 2023

CA-1

(M) DRAWINGS prepared by **BARGE Design Solutions**, numbered **C0.00** through **C7.01**, and dated **May 5, 2023**.

(N) ADDENDA:

NO._____, Dated _____, 2023

NO._____, Dated._____, 2023

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.

DEERMONT PARK PAVING PROJECT
 Sealed Bid #: FY2023-04-020
 Due Date: May 30, 2023

CA-2

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: David Parsons

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

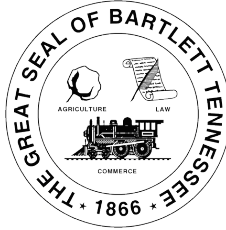
TITLE: _____

My Commission expires _____, 20____

DEERMONT PARK PAVING PROJECT
Sealed Bid #: FY2023-04-020
Due Date: May 30, 2023

CA-3

City of Bartlett, TN



INVITATION FOR SEALED BIDS

The City of Bartlett Parks & Recreation Department is seeking bids to repair and pave the Deermont Park Parking Lot in accordance to the bid specifications.

Information and documents regarding this Bid are posted on the City's website at www.cityofbartlett.org. The Bid Document Received Form must be emailed to the City of Bartlett Parks & Recreation Department prior to submission of bid as stated in bid book.

Sealed bids are to be received no later than **2:00 P.M. on Tuesday, May 30, 2023**. All bid packets (original and two copies) to be labeled **"FY2023-04-020 DEERMONT PARK PAVING PROJECT"** and addressed as follows:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TN 38134**

Questions regarding construction plans and bid specifications must be **emailed** to Russ Brasfield, BARGE Design Solutions, at russ.brasfield@bargedesign.com and received no later than **noon CST on May 23, 2023**. For general bid information, please contact Debbie Christopher, at 901-385-5553 or by email at dchristopher@cityofbartlett.org.

The City of Bartlett reserves the right to reject any and all bids and to waive any informality in the bidding process.

The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3329)

Meeting: 06/13/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3329

Resolution 15-23, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Federal and State Special Revenue Funds.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education (BOE) General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 10-7, has approved a budget amendment on May 25, 2023, which increases FY2023 General Purpose School Fund revenues and expenditures by \$3,498,384.71 for the purpose of Summer Learning Camp programs and an Innovative School Models Grant instruction, supplies, travel and capital expenditures; and

WHEREAS, the Bartlett City BOE Resolution 10-7 further amended the FY2023 School Nutrition Fund revenues and expenditures by \$499,020.73 for USDA food service costs; and

WHEREAS, the Bartlett City BOE Resolution 10-7 further amended its FY2023 Federal and Discretionary Grants Fund by \$834,682.45 to fund special revenue fund programs; and

WHEREAS, resolution 10-7 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 amendment itemized in resolution 10-7 to the FY2023 General Purpose School Fund, School Nutrition Fund and Federal and State Special Revenue Funds of the Bartlett City Board of Education is approved.

Adopted this day of June 13, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 10-7

A RESOLUTION TO AMEND THE 2022-2023 FISCAL YEAR SPECIAL REVENUE FUND BUDGETS, GENERAL PURPOSE FUND BUDGET, AND SCHOOL NUTRITION 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 change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the annual Special Revenue Fund Budget, General Purpose Fund Budget, and School Nutrition Fund Budget for the 2022-2023 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants referenced below:

2022-23 FEDERAL AND STATE SPECIAL REVENUE FUND REVENUES:		\$20,054,564.00
Revenues are amended in the following categories:		
142-47141	Title 1-A is amended from \$1,341,461.00 to \$2,065,215.55	\$723,754.55
142-47141	Title Consolidated Administration is amended from \$141,107.00 to \$397,400.00	\$256,293.00
142-47141	Title 1-N is amended from \$730,885.00 to \$870,118.63	\$139,233.63
142-47141	Title 1-D is amended from \$61,759.00 to \$71,373.16	\$9,614.16
142-47189	Title II-A is amended from \$567,682.00 to \$733,789.47	\$166,107.47
142-47146	Title III-ELA is amended from \$4,278.00 to \$23,891.10	\$19,613.10
142-47590	Title IV is amended from \$141,591.00 to \$258,338.80	\$116,747.80

142-47143	IDEA Part B is amended from \$1,351,736.00 to \$2,715,040.56	\$1,363,304.56
142-47145	IDEA Preschool is amended from \$58,227.00 to \$97,638.02	\$39,411.02
142-47131	Perkins Basic is amended from \$34,429 to \$167,083.53	\$132,654.53
142-47131	CTE Perkins Reserve is amended \$0 to \$164,000.00	\$164,000.00
142-47307	ESSER 2.0 is amended from \$1,441,667.00 to \$200,599.50	(\$1,241,067.50)
142-47401	ESSER 3.0 is amended from \$11,776,287.00 to \$10,147,198.47	(\$1,629,088.53)
142-47401	Tennessee All Corps is amended from \$131,234 to \$277,738.20	\$146,504.20
142-47402	ARP IDEA Part B is amended from \$301,658.00 to \$214,251.93	(\$87,406.07)
142-47404	ARP Homeless 2.0 is amended from \$0 to \$55,997.86	\$55,997.86
142-47590	Epidemiology and Laboratory is amended from \$1,499,184.00 to \$1,010,162.87	(\$489,021.13)
142-47590	Epidemiology and Laboratory Additional is amended from \$0 to \$75,000	\$75,000
142-47307	Best for All is amended from \$0 to \$250,000	\$250,000
142-47590	Resilient School Revenue is amended from \$0 to \$138,244.31	\$138,244.31
145-44990	First 8 Pre-K is amended from \$50,741.00 to \$128,000	\$77,259.00
145-46590	Voluntary Pre-K is amended from \$78,428.00 to 190,136.72	\$111,708.72
145-46590	Coordinated School Health is amended from \$32,718.00 to \$90,000.00	\$57,282.00
145-46981	Safe Schools is amended from \$109,528.00 to 275,076.73	\$165,548.73
145-44990	Battelle Education Revenue is amended \$0 to \$13.10	\$13.10
145-44990	Battelle TVA Rivercrest is amended from \$0 to \$317.94	\$317.94
145-46980	Tennessee Arts 360 Ellendale is amended from \$0 to \$20,000.00	\$20,000.00
145-46980	Tennessee Arts 360 Oak is amended from \$0 to \$25,000.00	\$25,000.00

145-46980	Tennessee Arts Student Ticket Subsidy Altruria is amended from \$0 to \$3,000.00		\$3,000.00
145-46980	Tennessee Arts Student Ticket Subsidy Oak is amended from \$0 to \$1,100.00		\$1,100.00
145-46980	Tennessee Arts Student Ticket Subsidy Oak is amended from \$0 to \$140.00		\$140.00
145-46980	Tennessee Arts Student Ticket Subsidy Bartlett Elementary is amended from \$0 to \$916.00		\$916.00
145-48990	JFF is amended from \$0 to \$22,500.00		\$22,500.00
	Amended Federal and State Special Revenue Fund Revenues		\$20,889,246.45
2022-23 FEDERAL AND STATE SPECIAL REVENUE FUND EXPENDITURES			\$20,054,564.00
Expenditures are amended in the following categories:			
1006	Title I-A is amended from \$1,341,461 to \$2,065,215.55		\$723,754.55
0106	Title Consolidated Administration is amended from \$141,107.00 to \$397,400.00		\$256,293.00
1106	Title 1-N is amended from \$730,885 to \$870,118.63		\$139,233.63
1606	Title 1-D is amended from \$61,759 to \$71,373.16		\$9,614.16
2006	Title II-A is amended from \$567,682 to \$733,789.47		\$166,107.47
3006	Title III-A is amended from \$4,278 to \$23,891.10		\$19,613.10
4400	Title IV is amended from \$141,591 to \$258,338.80		\$116,747.80
7020	ARP Homeless 2.0 is amended from \$0 to \$55,997.86		\$55,997.86
9006	IDEA Part B is amended from \$1,351,736 to \$2,715,040.56		\$1,363,304.56
9106	IDEA Preschool is amended from \$58,227 to \$97,638.02		\$39,411.02
8010	CTE Perkins Basic is amended from \$34,429 to \$167,083.53		\$132,654.53
8020	CTE Perkins Reserve is amended from \$0 to \$164,000		\$164,000.00
9340	ESSER 2 is amended from \$1,441,667 to \$200,599.50		(\$1,241,067.50)

9350	ESSER 3.0 is amended from \$11,776,287 to \$10,147,198.47		(\$1,629,088.53)
9370	Tennessee All Corps is amended from \$131,234 to \$277,738.20		\$146,504.20
9010	ARP IDEA Part B is amended from \$301,658 to \$214,251.93		(\$87,406.07)
9410	Epidemiology and Laboratory is amended from \$1,499,184 to \$1,010,162.87		(\$489,021.13)
9411	Epidemiology and Laboratory Additional is amended \$0 to \$75,000		\$75,000.00
9360	Best for All is amended from \$0 to \$250,000		\$250,000.00
9420	Resilient School Revenue is amended from \$0 to \$138,244.31		\$138,244.31
8046	Voluntary Pre-K is amended from \$78,428 to \$190,136.72		\$111,708.72
8058	First-8 Pre-K is amended from \$50,741 to \$128,000		\$77,259.00
8706	Coordinated School Health is amended from \$32,718 to \$90,000		\$57,282.00
8036	Safe Schools is amended from \$109,528 to \$275,076.73		\$165,548.73
8025	Battelle TVA 1 is amended from \$0 to \$13.10		\$13.10
8027	Battelle TVA Rivercrest is amended from \$ 0 to \$317.94		\$317.94
8080	Tennessee Arts 360 Ellendale is amended from \$0 to \$20,000		\$20,000.00
8081	Tennessee Arts 360 Oak is amended from \$0 to \$25,000		\$25,000.00
8084	Tennessee Arts 360 Altruria is amended from \$0 to \$3,000		\$3,000.00
8086	Tennessee Arts Student Ticket Subsidy Oak is amended from \$0 to \$1,100		\$1,100.00
8087	Tennessee Arts Student Ticket Subsidy Oak is amended from \$0 to \$140		\$140.00
8088	Tennessee Arts Student Ticket Subsidy Bartlett Elementary is amended from \$0 to \$916.00		\$916.00
8061	JFF is amended from \$0 to \$22,500		\$22,500.00
	Amended Federal and State Special Revenue Fund Expenditures		\$20,889,246.45

2022-23 SCHOOL NUTRITION FUND BUDGET REVENUES			\$3,688,534.00
Revenues are amended in the following categories:			
143-47114-00000-000-0000-0000 Food Service USDA Other is amended from \$25,000 to \$524,020.73			\$499,020.73
Amended 2022-23 School Nutrition Fund Budget Expenditures			\$4,187,554.73
2022-23 SCHOOL NUTRITION FUND BUDGET EXPENDITURES			\$4,333,534.00
Expenditures are amended in the following categories:			
143-73100-71000-420-9999-0000 Food Service – Food Service Equipment is amended from \$185,000 to \$200,000			\$15,000.00
Amended 2022-23 School Nutrition Fund Budget Expenditures			\$4,348,534.00
2022-23 GENERAL PURPOSE FUND BUDGET REVENUES			\$90,494,065.00
Revenues are amended in the following categories:			
141-46590-00000-860-0000-0000 Summer Learning Camp is amended from \$0 to \$845,105.73			\$845,105.73
141-46590-00000-863-0000-0000 Summer Camp Transportation is amended from \$0 to \$153,278.98			\$153,278.98
141-46790-00000-950-0000-0000 Innovative School Models Grant is amended from \$0 to \$2,500,000			\$2,500,000.00
Amended General Purpose Fund Revenues			\$93,992,449.71
2022-23 GENERAL PURPOSE FUND BUDGET EXPENDITURES			\$94,344,065.00
Expenditures are amended in the following categories:			
141-72230-20700-355-1000-0000 Vocational Education Support – Medical Insurance is amended from \$9,082 to \$19,082			\$10,000.00
141-71100-11600-860-1000-0000 Summer Learning Camp – Teachers is amended from \$0 to \$341,550			\$341,550.00
141-71100-16300-860-1000-0000 Summer Learning Camp – Educational Assts. is amended from \$0 to \$31,050			\$31,050
141-71100-20100-860-1000-0000 Summer Learning Camp – Social Security is amended from \$0 to \$23,101.20			\$23,101.20

141-71100-20400-860-1000-0000 Summer Learning Camp – State Retirement is amended from \$0 to \$36,552.06		\$36,552.06
141-71100-21200-860-1000-0000 Summer Learning Camp – Employer Medicare from \$0 to \$5,402.71		\$5,402.71
141-71100-31200-860-1000-0000 Summer Learning Camp – Contracts with Private Agencies is amended from \$0 to \$20,000		\$20,000.00
141-71100-39900-860-1000-0000 Summer Learning Camp – Other Contracted Services is amended from \$0 to \$10,000		\$10,000.00
141-71100-42900-860-1000-0000 Summer Learning Camp - Instructional Supplies & Materials is amended from \$0 to \$194,315.94		\$194,315.94
141-72120-13100-860-1000-0000 Summer Learning Camp – Medical Personnel is amended from \$0 to \$11,040		\$11,040.00
141-72120-20100-860-1000-0000 Summer Learning Camp – Social Security is amended from \$0 to \$684.48		\$684.48
141-72120-20400-860-1000-0000 Summer Learning Camp - State Retirement is amended from \$0 to \$1,083.02		\$1,083.02
141-72120-21200-860-1000-0000 Summer Learning Camp - Employer Medicare is amended from \$0 to \$160.08		\$160.08
141-72130-12300-860-1000-0000 Summer Learning Camp- Guidance Personnel is amended from \$0 to \$15,180		\$15,180.00
141-72130-17000-860-1000-0000 Summer Learning Camp - School Resource Officer is amended from \$0 to \$7,368.54		\$7,368.54
141-72130-20100-860-1000-0000 Summer Learning Camp - Social Security is amended from \$0 to \$1,398.01		\$1,398.01
141-72130-20400-860-1000-0000 Summer Learning Camp - State Retirement is amended from \$0 to \$2,212.01		\$2,212.01
141-72130-21200-860-1000-0000 Summer Learning Camp - Employer Medicare is amended from \$0 to \$326.95		\$326.95
141-72410-10400-860-1000-0000 Summer Learning Camp - Office of Principal is amended from \$0 to \$18,285		\$18,285.00

141-72410-13900-860-1000-0000 Summer Learning Camp - Assistant Principal is amended from \$0 to \$15,180		\$15,180.00
141-72410-16200-860-1000-0000 Summer Learning Camp – Clerical is amended from \$0 to \$6,900		\$6,900.00
141-72410-20100-860-1000-0000 Summer Learning Camp - Social Security is amended from \$0 to \$2,502.63		\$2,502.63
141-72410-20400-860-1000-0000 Summer Learning Camp - State Retirement is amended from \$0 to \$3,959.81		\$3,959.81
141-72410-21200-860-1000-0000 Summer Learning Camp - Employer Medicare is amended from \$0 to \$585.29		\$585.29
141-72610-32800-860-1000-0000 Summer Learning Camp – Janitorial is amended from \$0 to \$20,000		\$20,000.00
141-73100-16500-860-1000-0000 Summer Learning Camp - Café Personnel is amended from \$0 to \$20,000		\$20,000.00
141-73100-20100-860-1000-0000 Summer Learning Camp - Social Security is amended from \$0 to \$1,240		\$1,240.00
141-73100-20400-860-1000-0000 Summer Learning Camp - State Retirement is amended from \$0 to \$1,738		\$1,738.00
141-73100-21200-860-1000-0000 Summer Learning Camp - Employer Medicare is amended from \$0 to \$290		\$290.00
141-73100-42200-860-1000-0000 Summer Learning Camp- Food Supplies is amended from \$0 to \$45,000		\$45,000.00
141-73100-49900-860-1000-0000 Summer Learning Camp- Other Supplies and Materials is amended from \$0 to 8,000.00		\$8,000.00
141-72710-31200-863-1000-0000 Summer Camp Transportation- Contracts with Private Agencies is amended from \$0 to 105,043.20		\$105,043.20
141-72710-41200-863-1000-0000 Summer Camp Transportation – Diesel Fuel is amended from \$0 to \$48,235.78		\$48,235.78
141-71100-72200-950-0025-0000 Innovative School Models – Regular Instruction Equipment is amended from \$0 to \$60,000		\$60,000.00

141-71300-11600-950-0007-0000 Innovative School Models – Teachers is amended from \$0 to \$22,000		\$22,000.00
141-71300-11600-950-0033-0000 Innovative School Models – Teachers is amended from \$0 to \$35,000		\$35,000.00
141-71300-11600-950-0095-0000 Innovative School Models – Teachers is amended from \$0 to \$35,000		\$35,000.00
141-71300-33500-950-0007-0000 Innovative School Models – Maintenance & Repair – Building is amended from \$0 to \$39,690.48		\$39,690.48
141-71300-33500-950-0033-0000 Innovative School Models – Maintenance & Repair – Building is amended from \$0 to \$48,492.38		\$48,492.38
141-71300-33500-950-0095-0000 Innovative School Models – Maintenance & Repair – Building is amended \$0 to \$41,942.84		\$41,942.84
141-71300-42900-950-0007-0000 Innovative School Models – Instructional Supplies & Materials is amended \$0 to \$132,600		\$132,600.00
141-71300-42900-950-0025-0000 Innovative School Models – Instructional Supplies & Materials is amended from \$0 to \$30,000		\$30,000.00
141-71300-42900-950-0033-0000 Innovative School Models – Instructional Supplies & Materials is amended from \$0 to \$112,000		\$112,000.00
141-71300-42900-950-0095-0000 Innovative School Models – Instructional Supplies & Materials is amended from \$0 to \$132,600		\$132,600.00
141-71300-49900-950-0007-0000 Innovative School Models – Other Supplies & Materials is amended from \$0 to \$8,700		\$8,700.00
141-71300-49900-950-0033-0000 Innovative School Models – Other Supplies & Materials is amended from \$0 to \$8,700		\$8,700.00
141-71300-49900-950-0095-0000 Innovative School Models – Other Supplies & Materials is amended from \$0 to \$8,700		\$8,700.00
141-71300-52400-950-0007-0000 Innovative School Models – In-Service/Staff Development is amended from \$0 to \$6,000		\$6,000.00
141-71300-52400-950-0033-0000 Innovative School Models – In-Service/Staff Development is amended from \$0 to \$6,000		\$6,000.00

141-71300-52400-950-0095-0000 Innovative School Models – In-Service/Staff Development is amended from \$0 to \$6,000		\$6,000.00
141-71300-73000-950-0007-0000 Innovative School Models – Vocational Equipment is amended from \$0 to \$40,000		\$40,000.00
141-71300-73000-950-0025-0000 Innovative School Models – Vocational Equipment is amended from \$0 to \$810,000		\$810,000.00
141-71300-73000-950-0033-0000 Innovative School Models – Vocational Equipment is amended from \$0 to \$60,600.00		\$60,600.00
141-71300-73000-950-0095-0000 Innovative School Models – Vocational Equipment is amended from \$0 to \$40,000		\$40,000.00
141-72130-35500-950-0007-0000 Innovative School Models – Travel is amended from \$0 to \$80,000		\$80,000.00
141-72130-35500-950-0033-0000 Innovative School Models – Travel is amended from \$0 to \$80,000		\$80,000.00
141-72130-35500-950-0095-0000 Innovative School Models – Travel is amended from \$0 to \$80,000		\$80,000.00
141-72230-18900-950-0007-0000 Innovative School Models – Other Salaries & Wages is amended \$0 to \$93,423.11		\$93,423.11
141-72230-18900-950-0033-0000 Innovative School Models – Other Salaries & Wages is amended \$0 to \$74,738.49		\$74,738.49
141-72230-18900-950-0095-0000 Innovative School Models – Other Salaries & Wages is amended \$0 to \$70,067.34		\$70,067.34
141-72230-20100-950-0007-0000 Innovative School Models – Social Security is amended from \$0 to \$5,792.23		\$5,792.23
141-72230-20100-950-0033-0000 Innovative School Models – Social Security is amended from \$0 to \$4,633.79		\$4,633.79
141-72230-20100-950-0095-0000 Innovative School Models – Social Security is amended from \$0 to \$4,344.18		\$4,344.18
141-72230-20400-950-0007-0000 Innovative School Models – State Retirement is amended from \$0 to \$8,118.47		\$8,118.47

141-72230-20400-950-0033-0000 Innovative School Models – State Retirement is amended from \$0 to \$6,494.77		\$6,494.77
141-72230-20400-950-0095-0000 Innovative School Models – State Retirement is amended from \$0 to \$6,088.85		\$6,088.85
141-72230-20600-950-0007-0000 Innovative School Models – Life Insurance is amended from \$0 to \$321.08		\$321.08
141-72230-20600-950-0033-0000 Innovative School Models – Life Insurance is amended from \$0 to \$256.86		\$256.86
141-72230-20600-950-0095-0000 Innovative School Models – Life Insurance is amended from \$0 to \$240.81		\$240.81
141-72230-20700-950-0007-0000 Innovative School Models – Medical Insurance is amended from \$0 to \$12,000		\$12,000.00
141-72230-20700-950-0033-0000 Innovative School Models – Medical Insurance is amended from \$0 to \$12,000		\$12,000.00
141-72230-20700-950-0095-0000 Innovative School Models – Medical Insurance is amended from \$0 to \$24,000		\$24,000.00
141-72230-21200-950-0007-0000 Innovative School Models – Employer Medicare is amended from \$0 to \$1,354.63		\$1,354.63
141-72230-21200-950-0033-0000 Innovative School Models – Employer Medicare is amended from \$0 to \$1,083.71		\$1,083.71
141-72230-21200-950-0095-0000 Innovative School Models – Employer Medicare is amended from \$0 to \$1,015.98		\$1,015.98
141-76100-70700-950-0007-0000 Innovative School Models – Building Improvements is amended from \$0 to \$50,000		\$50,000.00
141-76100-70700-950-0025-0000 Innovative School Models – Building Improvements is amended from \$0 to \$100,000		\$100,000.00
141-76100-70700-950-0033-0000 Innovative School Models – Building Improvements is amended from \$0 to \$50,000		\$50,000.00
141-76100-70700-950-0095-0000 Innovative School Models – Building Improvements is amended from \$0 to \$50,000		\$50,000.00

141-71100-20700-310-9999-0000 Medical Insurance is amended from \$4,513,794 to \$4,503,794		(\$10,000.00)
Amended 2022-23 General Purpose Fund Budget Expenditures		\$97,842,449.71

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 May 25, 2023 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of May, 2023.

D. Bryan Woodruff, Chairman
Bartlett City Board of Education

David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

Budget Amendments for May 2023 Board Meeting

Resolution 10-7

General Fund

Summer Learning Camps (includes Transportation)	\$ 988,384.71
Innovative School Models Grant (to be spent over 4 yrs)	2,500,000.00
	\$ 3,488,384.71
Medical Insurance (to cover CTE Support; budget neutral)	\$ 10,000.00

School Nutrition Fund

Food Service Equipment Grant (steamer at Appling)	\$ 15,000.00
Supply Chain 1 Grant	177,431.52
Supply Chain 2 Grant	278,378.26
Supply Chain Additional Grant	14,018.28
Commodity Rebate Grant	14,192.67
	\$ 499,020.73

Federal & Discretionary Grants

"Trues Up" these funds from original budget to	\$ 834,682.45
State approved budgets in ePlan	



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3330)

Meeting: 06/13/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3330

Resolution 16-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education (BOE) General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City BOE, using Resolution 11-1, has approved a budget amendment on May 25, 2023, which increases FY2024 General Purpose School Fund revenues from the Tennessee Investment in Student Achievement (TISA) funding formula by \$443,473.00 and increasing expenditures by \$443,473.00 for the purpose of adding an additional 1.0% for teacher salaries and benefits; and

WHEREAS, resolution 11-1 of the Bartlett City BOE 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 amendment itemized in resolution 11-1 to the FY2024 General Purpose School Fund of the Bartlett City Board of Education is approved.

Adopted this day of June 13, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk