



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MAY 24, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Fred Shakelford, Ellendale Baptist Church

FUTURE MEETINGS

Bartlett Station Commission, June 1 at 7:30 p.m.

City Beautiful Commission, June 2 at 6 p.m.

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

Planning Commission, June 6 at 7 p.m.

Beer Board, June 7 at 6 p.m.

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

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

Board of Mayor and Aldermen Meeting, June 16 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the May 10, 2016 Board of Mayor and Aldermen Regular Meeting

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 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016.

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016. (Mark Brown, Chief Administrative Officer)**
- 2 Second Reading of Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)** The public hearing is set for June 16, 2016.
- 3 Second Reading of Ordinance 16-06, 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 2016. (Dick Phebus, Director of Finance)** The public hearing is set for June 16, 2016.

CONSENT AGENDA

- 1 Bid for interior painting and exterior window sealing at City Jail. (Gary Rikard, Chief of Police)**

Recommend accepting the lowest bid from A & B Construction at a cost of \$31,525.70. Funds are available in Account 311.48311.780.20516
- 2 Bid for front desk glass enclosure for City Court. (Bill Lloyd, City Court Clerk)**

Recommend accepting the lower bid from Terry Bell Construction at a total cost of \$12,477.00. Funds are available in Account 311.48311.780.20516.
- 3 Bid for animal shelter kennel renovation. (Bill Yearwood, Director of Public Works)**

Recommend accepting lowest and best bid from Terry Bell Construction, LLC for a cost of \$87,754.40, plus a contingency amount of \$15,000, for a total cost of \$102,754.40. Funds are available in Account 110.43800.921.

4 Bid for Bartlett Soccer Park restroom expansion and renovation. (Wade Towles, Assistant Director of Engineering)

Recommend accepting the lowest bid from Terry Bell Construction, LLC in the amount of \$236,817.00, plus a contingency amount of \$12,000.00 for a total cost of \$248,817.00. Additionally, award the project's construction management to Ross Witt, PLLC in the amount of \$4,350. The total cost of this project will be \$253,167.00. Funds will be available in Account 311.48311.780.51416.

5 Bid to stabilize Fletcher Creek near Appling Road. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Pro-Site Construction at a cost of \$229,783.20, plus Alternate I (\$157,180) and a contingency of \$38,696 for a total cost of \$425,659.20. Recommend awarding contract administration to Barge Waggoner Sumner and Cannon at a cost of \$30,000. The total cost of this project will be \$455,659.20. This project will be completely federally funded.

6 Site Plan, Grading, and Erosion Control Contract for Shell Station at 5944 Stage Road. (Wade Towles, Assistant Director of Engineering)

The developer, Marketplace Development, LLC, will pay \$5,677.44 in City Fees. The bond is set at \$47,832.00.

7 Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle. (Wade Towles, Assistant Director of Engineering)

The developer, Christian Life Tabernacle, will pay \$55,351.29 in City Fees. The bond is set at \$399,369.00.

NEW BUSINESS

1 Resolution 17-16, a resolution to accept a 2015-2016 Tennessee Municipal League Pool Property Conservation matching grant and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase and installation of equipment. (Dick Phebus, Director of Finance)

2 Resolution 18-16, a resolution to authorize payment of funds to the Community Foundation of Greater Memphis for the purpose of establishing the Bartlett Parks Foundation Fund. (David Thompson, Director of Parks and Recreation)

- 3 Appoint Ted Archdeacon as Director of Personnel. (A. Keith McDonald, Mayor)**
- 4 Swear-in Ted Archdeacon as Director of Personnel. (A. Keith McDonald, Mayor)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 10, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Grant Nixon, Christ Church Bartlett

FUTURE MEETINGS

Parks and Recreation Advisory Board, May 12 at 7 p.m.

Historic Preservation Commission, May 16 at 7 p.m.

BPACC Advisory Board, May 17 at 6 p.m.

Bartlett Arts Council, May 17 at 6:30 p.m.

Design Review Commission, May 17 at 6:30 p.m.

RECOGNITIONS

Public Works Week proclamation

Mayor McDonald proclaimed the week of May 15 through May 21 as Public Works Week.

Mayor's Youth Council check presentation to Multiple Sclerosis Society

The Mayor's Youth Council raised \$990 during their third bowling tournament for Multiple Sclerosis. Council President Lydia Ross presented a check to the Multiple Sclerosis Foundation.

Certificate presentation to 2016 Mayor's Youth Council

Mayor McDonald and Assistant Director of Parks and Recreation Shan Criswell presented the Mayor's Youth Council Class of 2016 with certificates of achievement.

Madison Arthur, eighth grader at Appling Middle School

Paris James, eighth grader at Appling Middle School

Grace Jennings, sophomore at Bartlett High School

Ellie Jones, eighth grader at Appling Middle School

Corey Krumrey, eighth grader at Appling Middle School

Hannah Muellenmeister, freshman at Bartlett Academy

Walt Price, freshman at Bartlett Academy

Minutes Acceptance: Minutes of May 10, 2016 7:00 PM (MINUTES ACCEPTANCE)

Lydia Ross, junior at Bartlett High School
 Marlee Sanders, eighth grader at Appling Middle School
 Kobe Smith, eighth grader at Appling Middle School
 Philip Speering, eighth grader at St. Ann School
 Brandon Stevens, eighth grader at St. Ann School
 Michael Thompson, junior at Bartlett High School
 Olivia Tutor, eighth grader at Appling Middle School
 Kayla Webster, eighth grader at Appling Middle School
 Carlos Yatar, eighth grader at Appling Middle School
 Tibirni Yusuf, eighth grader at Appling Middle School

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

MINUTES ACCEPTANCE

Minutes of the April 26, 2016 Board of Mayor and Aldermen Regular Meeting

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 5/24/2016 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Emily Elliott, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

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

- I **Special event permit for "The Battle of Bartlett." (Jim Brown, Director of Code Enforcement)**
 The event will be held Friday, November 4 to Sunday, November 6 at W.J. Freeman Park as part of the City's sesquicentennial celebration.

Minutes Acceptance: Minutes of May 10, 2016 7:00 PM (MINUTES ACCEPTANCE)

- 2 **Special event permit for Bartlett Station Farmers Market. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturdays from May 14 to October 8 from 8 a.m. to 12 p.m. at W.J. Freeman Park.
- 3 **Special event permit for Youth Villages Ultimate 5k and 10K runs. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, June 25 from 7 a.m. to 12 p.m. at St. Philip Episcopal Church.
- 4 **Amendment to Stanky Creek Mountain Bike Races special event permit. (Jim Brown, Director of Code Enforcement)**
The events will be held on Saturday August 6 and Sunday, August 7 from 7 a.m. to 7 p.m. at Nesbit Park. A second set of events will be held Saturday, September 24 and Saturday, October 8 from 7 a.m. to 7 p.m. at Nesbit Park. The August dates were changed from the 20 and 21.
- 5 **Subdivision Contract for Roy Cheatham Subdivision. (Wade Towles, Assistant Director of Engineering)**
The developer, Roy Cheatham Estate, will pay \$5,700.00 in City fees. The bond amount is set at \$6,425.00.
- 6 **Planning Commission Report for May 2016. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Richland Valley Planned Development hearing was tabled to the June meeting.
Item 2 - Rezoning hearing for Bartlett Logistics was tabled to the June meeting.
Item 3 - Construction plan for Bartlett Villa was approved with conditions and two Board of Zoning Appeals variances.
Item 4 - Final plan for Bartlett Villa was approved with conditions and two Board of Zoning Appeals variances.

NEW BUSINESS

- I **Resolution 15-16, a resolution to donate surplus personal property to Town of Mason, Tennessee. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that Mason's police chief requested any surplus vehicles Bartlett had. The Police Department identified three vehicles that are surplus to donate to Mason, Tenn.

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

2 Resolution 16-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

This resolution allows the Finance Department to write of \$320.41 in uncollectable property taxes.

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

3 First Reading of Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/24/2016 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

4 First Reading of Ordinance 16-06, 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 2016. (Dick Phebus, Director of Finance)

The tax rate will remain at \$1.62.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/24/2016 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

Patricia Morrison, 7243 Shady Oaks, doesn't want fluoride added to the City's water supply.

John Morrison, 7243 Shady Oaks, doesn't want fluoride added to the City's water supply.

ADJOURNMENT

Meeting adjourned at 7:27 PM

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

A. Keith McDonald
Mayor



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1764)

Meeting: 05/24/16 07:00 PM
Department: Administration
Category: Budget
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1764

Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016.

WHEREAS, TCA 16-18-205 states that city judges' salaries shall be set "prior to the term of office and shall not be increased nor diminished during the term," and

WHEREAS, a Municipal election will be held in August 2016 and the term for a popularly elected City Judge is eight years, according to TCA 16-18-203.

BE IT HEREBY ENACTED:

The following annual salaries are hereby established for the elected position of Division II Municipal Judge:

SECTION 1. The salary for the Division II Municipal Judge shall be as follows:

Effective September 1, 2016, \$62,000

Effective September 1, 2017, \$64,000

Effective September 1, 2018, \$64,000

Effective September 1, 2019, \$64,000

Effective September 1, 2020, \$64,000

Effective September 1, 2021, \$64,000

Effective September 1, 2022, \$64,000

Effective September 1, 2023, \$64,000

SECTION 2. Severability. Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this

Ordinance shall remain in full force and effect.

SECTION 3. Effective Date. This Ordinance shall become effective after its final passage, the public welfare requiring it.

First Reading: April 26, 2016
Second Reading: May 10, 2016
Third Reading: May 24, 2016

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

04/26/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/10/16

05/10/16 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 05/24/16



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1783)

Meeting: 05/24/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1783

Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the following appropriations for the 2016-2017 Fiscal Year for the City of Bartlett are as follows:

GENERAL FUND EXPENDITURES:	Fiscal Year 16/17
ADMINISTRATIVE:	
Legislative Board	\$ 776,499
Mayor's Office	\$ 811,701
Community Affairs	\$ 312,601
Building and Grounds	\$ 300,935
Bartlett Station Municipal Center	\$ 389,526
Library	\$ 1,178,048
Finance and Administration	\$ 1,503,992
City Court	\$ 996,400
Personnel	\$ 534,458
Planning and Economic Development	\$ 407,038
Total Administrative	\$ 7,211,198
PUBLIC SAFETY:	
Police Department	\$ 14,257,260
Fire Department	\$ 7,302,527
Ambulance Department	\$ 2,870,013
Code Enforcement	\$ 888,440
Total Public Safety	\$ 25,318,240
PUBLIC WORKS:	
Administration	\$ 581,450
City Shop	\$ 987,444
General Maintenance	\$ 1,418,843
General Services	\$ 339,228
Grounds Maintenance	\$ 1,326,681
Animal Control	\$ 773,798
Engineering Administration	\$ 391,940
Engineering & Inspection	\$ 513,506
Total Public Works	\$ 6,332,890

PARKS AND RECREATION:

Administration	\$	408,785
Community Center	\$	1,096,592
Athletics	\$	764,035
Maintenance	\$	1,301,609
School Ground Maintenance	\$	238,260
Senior Citizen Center	\$	365,696
Recreation Center	\$	1,662,401
Total Parks and Recreation	\$	5,837,378

PERFORMING ARTS:

Performing Arts Center	\$	637,248
Total Performing Arts	\$	637,248

OTHER GENERAL FUND ITEMS /TRANSFERS OUT

Transfer Out Bartlett City School	\$	1,737,826
Transfer Out BCS Capital Projects	\$	950,000
Transfer Out Shelby County Board of Education	\$	608,193
Transfer Out Balance of Sales Tax Half Cent	\$	317,627
Transfer Out DARE Program	\$	42,000
Transfer Out Drainage Fund	\$	100,000
Transfer Out Bartlett Station	\$	100,000
Total Transfers Out	\$	3,855,646

TOTAL GENERAL FUND EXPENDITURES **\$ 49,192,600**

GENERAL FUND REVENUES/TRANSFERS:

Property Taxes	\$	20,492,302
Local Taxes	\$	13,222,946
Licenses & Privileges	\$	1,657,700
Intergovernmental	\$	6,027,000
General Charges for Services	\$	3,985,384
Department Revenues	\$	1,559,579
Court Charges	\$	1,810,000
Other Revenue	\$	176,689
Transfer In from General Improvement Fund	\$	261,000

TOTAL GENERAL FUND REVENUES/TRANSFERS **\$ 49,192,600**

SPECIAL REVENUE FUNDS EXPENDITURES

Street Aid Fund	\$	2,395,000
Solid Waste Fund	\$	6,157,049
General Improvement Fund	\$	662,500
Drug Enforcement Fund	\$	334,400
DEA Enforcement Fund	\$	100,500
Drainage Control Fund	\$	115,711
Park Improvement Fund	\$	90,286

Bartlett City School Fund	\$ 73,528,223
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TOTAL SPECIAL REVENUE FUNDS EXPENDITURES	\$ 83,383,669
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SPECIAL REVENUE FUNDS REVENUES/SOURCES

Special Revenue Funds Revenue	\$ 82,576,272
Use of Fund Balance	\$ 807,397

TOTAL SPECIAL REVENUE FUNDS REV./SOURCES	\$ 83,383,669
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UTILITY FUND EXPENDITURES

Administration	\$ 2,266,785
Water & Wastewater Services	\$ 1,835,509
Plant Operations	\$ 1,867,730
Sewer Treatment	\$ 1,029,377
Total Utility Operation Expenditures	\$ 6,999,401
Utility Debt -- Principal	\$ 1,303,000
Utility Debt -- Interest & Charges	\$ 313,599
Total Utility Debt Expenditures	\$ 1,616,599

Transfer to Capital Improvement Fund	\$ 1,990,000
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TOTAL UTILITY FUND EXPENDITURES	\$ 10,606,000
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UTILITY FUND REVENUES/SOURCES

Utility Fund Revenues	\$ 8,616,000
Retained Earnings	\$ 1,990,000

TOTAL UTILITY FUND REVENUES/SOURCES	\$ 10,606,000
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GENERAL DEBT SERVICE FUND EXPENDITURES

Principal \$	3,477,000
Interest and Other Charges	\$ 1,058,703

TOTAL GENERAL DEBT SERVICE EXPENDITURES	\$ 4,535,703
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GENERAL DEBT SERVICE REVENUES/SOURCES

Debt Service Revenues	\$ 4,304,400
Use of Fund Balance	\$ 231,303

TOTAL GENERAL DEBT SERVICE REV./SOURCES	\$ 4,535,703
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SECTION 2: CAPITAL IMPROVEMENT PLAN -- BE IT FURTHER ORDAINED that "Exhibit A" represents the capital improvements plan for the City of Bartlett, Tennessee. The items listed as 2016-2017 are to be included in the budget, while new projects in future years represent "Planned" expenditures, and will require formal appropriation in future years. Unexpended project revenues and expenditures/expenses for existing projects may be administratively transferred to other CIP projects by the Finance Director with the approval of the Mayor and/or the Chief Administrative Officer.

SECTION 3: CAPITAL IMPROVEMENT PLAN BORROWING -- BE IT FURTHER ORDAINED, that the borrowing required as scheduled with the Capital Improvements Plan will take additional, specific authorization from the Board of Mayor and Aldermen in accordance with Tennessee Law.

SECTION 4: The CITY WATER RATE -- BE IT FURTHER ORDAINED the City Water Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 5.80
Residential -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 1.80
Residential -- Rural Customers -- The first 2,000 gallons	\$ 8.70
Residential -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 2.70
Commercial -- City Customers -- The first 2,000 gallons	\$ 10.88
Commercial -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 2.10
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 15.59
Commercial -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 3.15

SECTION 5: The CITY SEWER RATE -- BE IT FURTHER ORDAINED the City Sewer Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 6.19
Residential -- City Customers -- each additional 1,000 gallons	\$ 1.64
Residential -- Rural Customers -- The first 2,000 gallons	\$ 9.09
Residential -- Rural Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- City Customers -- The first 2,000 gallons	\$ 14.89
Commercial -- City Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 22.14
Commercial -- Rural Customers -- each additional 1,000 gallons	\$ 1.93

SECTION 6: WATER/SEWER IN LIEU OF AD VALOREM TAX PAYMENTS -- BE IT FURTHER ORDAINED, that the Treasurer is directed to transfer and deliver to the general fund from the Water/Sewer Department, revenues equivalent to the property tax rate per each \$100 of Net Book Value of assets of the Bartlett Water/Sewer Department in lieu of property taxes on the day and date regularly that property taxes are collected.

SECTION 7: CITY FEES SCHEDULE -- BE IT FURTHER ORDAINED, that "Exhibit B" represents the

fiscal year 2016-2017 comprehensive fees schedule for the City of Bartlett, Tennessee and establishes the rates for fiscal year 2016-2017. Any rate or fee not included in the attached 2016-2017 schedule established by previous resolution, ordinance or administrative action will remain in effect.

SECTION 8: INTERNAL SERVICE FUNDS -- BE IT FURTHER ORDAINED, that the Internal Service Funds for Health and Welfare and Worker's Compensation be continued, with the City's portion of the funding to be included in each fund's budget.

SECTION 9: OPERATING BUDGETS EXPIRE AT JUNE 30 -- BE IT FURTHER ORDAINED, that Operating budgets not spent or formally encumbered expire at June 30, 2017. Capital Projects are authorized on a "project" basis -- and the appropriation expires on completion of the project.

SECTION 10: NO APPROPRIATION EXCEEDED -- BE IT FURTHER ORDAINED, that no appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

SECTION 11: AFTER THE FISCAL YEAR-END -- BE IT FURTHER ORDAINED, that the Mayor is authorized to transfer appropriations within funds as needed to balance the budget after all year-end entries have been recorded in the fiscal year 2017 budget. All transfers will be reported to the Board of Mayor and Aldermen at the time of the reporting of the year-end financial results in the Comprehensive Annual Financial Report for the year ended June 30, 2017.

SECTION 12: DETAILED LINE-ITEM -- BE IT FURTHER ORDAINED, that a detailed line-item financial plan shall be prepared in support of the budget.

SECTION 13: GENERAL FUND OPERATING RESERVES AT JUNE 30 -- BE IT FURTHER ORDAINED, that the policy of the Board of Mayor and Aldermen establishes at 20 percent, the General Fund Balance as a percent of the next year's operations, and \$1,000,000 established as an emergency fund. Below this level, unspent budgets will accrue toward this. Amounts above this level may be used as directed by the Board.

SECTION 14: SEVERABILITY -- BE IT FURTHER ORDAINED, that all Ordinances heretofore passed in conflict herewith are hereby repealed insofar as they are in conflict with this Ordinance.

SECTION 15: EFFECTIVE DATE -- BE IT FURTHER ORDAINED, that this Ordinance becomes effective July 1, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 16, 2016

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk

HISTORY:

05/10/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/24/16



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1781)

Meeting: 05/24/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1781

Ordinance 16-06, 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 2016.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, hereinafter referred to as the 2016 Tax Rate Ordinance to provide as follows:

SECTION 1: TAX RATE -- There is hereby levied upon all real property in the City of Bartlett pursuant to TCA 67-5-101 et sec., a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation and there is hereby levied upon all taxable personal property a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation.

SECTION 2: SEVERABILITY -- to the extent that any prior Ordinance, assessment or tax rate specification conflicts with this Ordinance the same is repealed.

SECTION 3: EFFECTIVE DATE -- Be it further ordained that this Ordinance take effect July 1, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 16, 2016

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

HISTORY:

05/10/16 Board of Mayor and Aldermen APPROVED ON FIRST READING
Next: 05/24/16



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/24/16 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for interior painting and exterior window sealing at City Jail.

On April 15, 2016 an ad was placed in *The Daily News*. On May 12, 2016, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

A & B Construction	\$31,525.70
Barnes & Brower	\$32,080.00
Terry Bell Construction	\$47,777.00

We recommend the bid be awarded to A & B Construction for a total price of \$31,525.70.

Funds are available in Account 311.48311.780.20516.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/24/16 07:00 PM

Department: Court

Category: Bid

Prepared By: Stefanie McGee

Department Head: Bill Lloyd

Bid for front desk glass enclosure for City Court.

On April 20, 2016 an ad was placed in *The Daily News*. On May 12, 2016, the City of Bartlett received two of bids, which were opened at City Hall.

Bids were received from the following companies:

Terry Bell Construction	\$12,477
Wagner General Construction	\$21,015

We recommend the bid be awarded to Terry Bell Construction for a total price of \$12,477.

Funds are available in Account 311.48311.780.20516.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/24/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Stefanie McGee

Department Head: Bill Yearwood

Bid for animal shelter kennel renovation.

The FY 2016-04-047 Kennel Renovations at Bartlett Animal Shelter project was advertised in *The Daily News* and on the City of Bartlett web site on April 20, 2016.

The contractors that picked up Bid Documents are as follows:

A & B Construction
Don Austin, General Contractor
Hankins/Quality One
Terry Bell Construction, LLC

On May 12, 2016 we received four bids for the kennel renovations. The bids ranged in total price from \$79,777.00 to \$393,405.00. One bidder submitted a base bid plus an alternative bid based on whether the project could be completed without the contractor having to leave the project and return a second time for final completion. The apparent low bidder, Terry Bell Construction, LLC submitted a Total Base Bid of **\$79,777.00**. Terry Bell Construction also submitted an alternative bid of **\$87,754.40** if the project had to be completed on two separate mobilizations. Based on the bid prices submitted, I recommend awarding this bid based on the **Alternate Bid Price**.

We believe that Terry Bell Construction, LLC has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Terry Bell Construction, LLC in the **alternate bid** amount of **\$87,754.40**, plus a contingency amount of **\$15,000.00** for a total not to exceed **\$102,754.40**. Terry Bell Construction, LLC has performed work for the City of Bartlett on other projects. There will be an estimated \$8,000 in savings on this project if the contractor can complete the work on one mobilization of equipment/labor.

Funding is available in **Account 110.43800.921 (\$66,000 in FY2016; \$36,754.40 in FY2017 contingent on adoption of FY2017 budget)**. Two purchase orders will be issued for this project; one in FY2016 and one in FY2017.

Bidder	Total Base/Alternative Bid
Terry Bell Construction, LLC	\$87,754.40
Hankins/Quality One	\$115,200.00
A&B Construction	\$197,357.89
Don Austin, General Contractor	\$393,405.00

Total funding for the project will be **\$102,754.40.**



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/24/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Bartlett Soccer Park restroom expansion and renovation.

The FY 2016-03-037 ADA Restrooms and Exterior Renovations at Bartlett Soccer Park project was advertised in *The Daily News* and on the City of Bartlett web site on March 22, 2016. The contractors that picked up Bid Documents are as follows:

Wagner General Contractor's
Goofwin Bros Maint & Const
Barnes & Brower, Inc.
P & E Development
Mark Weeks Concrete
Terry Bell Construction, LLC
Albro Construction

On April 14, 2016 we received six bids for the construction of the **FY 2016-03-037 ADA Restrooms and Exterior Renovations at Bartlett Soccer Park**. There was a bid submitted by P & E Development but it could not be opened due to insufficient information on the front of the envelope. The apparent low bidder, Terry Bell Construction, LLC submitted a Total Base Bid of **\$236,817.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee, which concluded that Terry Bell Construction, LLC has submitted the lowest and best bid. The Committee recommends the bid be awarded to Terry Bell Construction, LLC in the base bid amount of **\$236,817.00**, plus a contingency amount of **\$12,000** for items that may need to be added during construction, for a total, not to exceed, **\$248,817.00**. Terry Bell Construction, LLC has performed work for the City of Bartlett on other projects.

Funding will be available in **Account 311.48311.780.51416**.

Bidder	Total Base Bid
Terry Bell Construction, LLC	\$236,817.00
Wagner General Contractor's	\$243,200.00
Goofwin Bros Maint & Const	\$247,000.00
Barnes & Brower, Inc.	\$255,397.00
Albro Construction	\$263,000.00
P & E Development	Insufficient info on bid envelope
Mark Weeks Concrete	no bid

Ross Witt, PLLC has submitted a fee of \$4,350.00 for the Construction Management of this project. Please award this construction management to the firm of Ross Witt, PLLC. Funding will be available in Account 311.48311.780.51416.

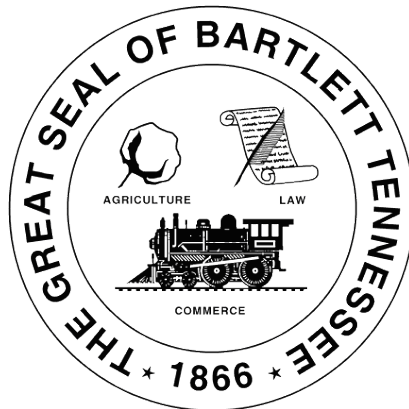
A copy of the bid document (plans and bid book) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review. These documents have also been attached to this MinuteTraq file.

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

CITY OF BARTLETT

*FINANCE DEPARTMENT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134*

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



REQUEST FOR SEALED BIDS

SB # FY2016-03-037

DUE: Thursday, April 14, 2016, no later than 2:00 p.m. (CST)

ADA RESTROOMS AND EXTERIOR RENOVATION BARTLETT SOCCER PARK

The City of Bartlett is seeking bids to Expand and Renovate the existing restrooms at Bartlett Soccer Park in accordance to the following bid specifications.

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **April 14, 2016**. Sealed bids are to be marked **"FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION BARTLETT SOCCER PARK"** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

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.

Please quote prices on attached sheet

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

NB-1

Attachment: FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION bid (1786 : Bid for ADA Restrooms and Exterior Renovations--

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders.....	NB-1
Table of Contents.....	TC-1
Instructions to Bidders.....	IB-1 to IB-4
General Conditions.....	GC-1 to GC-9
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-2
Special Conditions Sketches.....	SCS-1 to SCS-5
Bid Tabulation.....	BT-1
Bid Submittal Forms	BSF-1
Performance Payment Bond	PPB-1 to PPB-3
Notice of Award	NA-1
Notice to Proceed	NP-1
Non-collusion Affidavit of Prime Bidder	NCA-1
Bid Bond	BB-1 to BB-2
Agreement	A-1 to A-3

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Project Scope includes Renovations to the existing restroom/concession building located in the Bartlett Soccer Park, Bartlett, TN. The Bartlett Soccer Park is located at 3170 Bartlett Boulevard, on the east side of Bartlett Boulevard north of Stage Road.

The City of Bartlett will review the bids received and award a contract provided the funding that is available for the project.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

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

c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

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

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

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

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

5. BID GUARANTY

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

ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016

6. COLLUSIVE AGREEMENTS

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. April 14, 2016** 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.

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. NON-DISCRIMINATION

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Additionally, the City provides services without regard to race, color, religion, sex, or national origin. The City of Bartlett agrees to comply with Title VI regulations.

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements

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

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation or material change in the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **one hundred sixty (160) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications.

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.

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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 \$550.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

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

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

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

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

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

Attachment: FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION bid (1786 : Bid for ADA Restrooms and Exterior Renovations--

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

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

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

Name of Authorized Official

Date

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**

ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016

SPECIAL CONDITIONS

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Contractor will be responsible for obtaining all of the necessary permits **(no fee)** from the Bartlett Code Enforcement Office located at 6382 Stage Road for the building, electrical, plumbing, mechanical and driveways and sidewalks.
- The contractor shall be responsible for blocking off the areas that are being replaced in order to keep traffic off the work area.
- Any concrete slabs removed and replaced shall meet the existing grade of adjacent concrete.
- The contractor is responsible for calling Bartlett Code Enforcement and obtaining all necessary inspections during this project.
- The contractor shall be responsible for keeping the site clean and all debris from the demolition shall be disposed of properly.
- The contractor shall be responsible for any additional costs incurred by the City of Bartlett after the completion date as shown on the Notice to Proceed or as amended by an approved Change Order.

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK**
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016

BID FORM

TO: CITY OF BARTLETT, TN
for the ADA RESTROOMS AND EXTERIOR RENOVATION
PROJECT: BARTLETT SOCCER PARK
Bartlett, Tennessee

A. This Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

1. This Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
3. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
4. The person who signs this bid on behalf of Bidder is legally empowered to bind Bidder to a Contract.
5. Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
6. This Bidder has received the following addenda:

Addendum No		dated	
Addendum No		dated	
Addendum No		dated	

B. This Bidder agrees to:

1. Honor this bid for a period of forty five (45) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance and other documents related to the contract as required, including, if the Contract Sum exceeds one-hundred-thousand dollars (\$100,000), the Contract Bond.
3. Accomplish the Work in accordance with the Contract Documents.

A Achieve Substantial Completion of the Work 160 calendar days from and including the date stipulated in the Notice to Proceed.

B Accept the conditions for Liquidated Damages in the amount of \$550.00 per calendar day.

C. BASE BID:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and _____/100ths Dollars

\$ _____

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

Submitted by:

Authorized
signature: _____

Date: _____

Name and title:
(Type or print) _____

On behalf of:
(Name of Bidder) _____

Bidder's address:
(Please give Street _____

and Mailing address
if different) _____

Bidder's
Telephone Number: _____

Bidder's
Fax Number: _____

Bidder's contact's
email address: _____

**NOTE: THE BASE BID SHOWN IS FOR THE WORK PERFORMED ON THE
EXISTING RESTROOM AT SOCCER PARK IN BARTLETT IN ACCORDANCE
WITH THE PLANS AND SPECIFICATIONS AS SHOWN ON THE PLANS AND ALL
ADDENDA**

Attachment: FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION bid (1786 : Bid for ADA Restrooms and Exterior Renovations--

ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016

BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Bid Form—BT-1
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
6. Contract Monitoring –CM-1
7. Past Project References of Similar Work
8. Title VI Plan Forms – Title VI - 1 and Title VI - 2

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

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

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

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

ADA RESTROOMS AND EXTERIOR RENOVATION - BARTLETT SOCCER PARK

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

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

PPB-1

Attachment: FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION bid (1786 : Bid for ADA Restrooms and Exterior Renovations--

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

 Pint Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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.

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

NOTICE OF AWARD

To:

PROJECT Description: ADA RESTROOMS AND EXTERIOR RENOVATION BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2016 and Information for Bidders.

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

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.
 Dated this ____ day of _____, 2016.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

NOTICE TO PROCEED

TO:

PROJECT: ADA RESTROOMS AND EXTERIOR RENOVATION – BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016 and you are to complete the WORK within 160 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

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

ADA RESTROOMS AND EXTERIOR RENOVATION
 BARTLETT SOCCER PARK
 Sealed Bid #: FY2016-03-037
 Due Date: April 14, 2016

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ as Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID.

attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

BB-1

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their

hands and seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____

Print Name: _____

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

BB-2

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 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 FY2016-03-037, ADA Restrooms and Exterior Renovation – Bartlett soccer Park.
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 160 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

(J) Notice of Award

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through _____, and
dated _____, 2016.

(N) SPECIFICATIONS prepared or issued by _____
dated _____, 2016.

(O) ADDENDA:

NO. _____, Dated _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

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

**ADA RESTROOMS AND EXTERIOR RENOVATION
BARTLETT SOCCER PARK
Sealed Bid #: FY2016-03-037
Due Date: April 14, 2016**

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

(SEAL)

TITLE: Mayor, City of Bartlett

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 3 8134

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



ADA RESTROOMS AND EXTERIOR RENOVATION

BARTLETT SOCCER PARK

BID NUMBER SB # FY2016-03-037

ADDENDUM # 1

April 4, 2016

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

- 1) The Notice to Proceed will be issued in order to start the 160 calendar days allotted for this project and in order to allow the contractor to turn in the submittals and order the various materials for the project.
- 2) In order to reduce the amount of time the existing restroom facility is closed for renovation, the actual demolition of the existing restroom facility will not begin until the materials are delivered for the project.

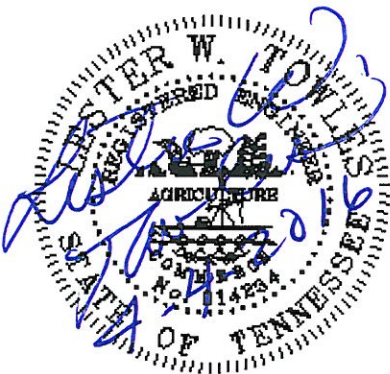
- 3) The actual length of time the restroom facility shall be closed shall be negotiated between the City of Bartlett and the contractor, based on the amount of actual demolition and construction time is required by the contractor.
- 4) This is a very active park and the restroom facility needs to be closed the minimum amount of time in order to reduce the amount of time the City of Bartlett has to provide temporary restroom facilities.

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

Respectfully submitted,



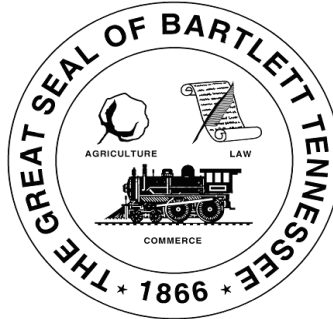
Wade Towles, P.E.
Assistant City Engineer
City of Bartlett



CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



April 12, 2016

ADA RESTROOMS AND EXTERIOR RENOVATION

BARTLETT SOCCER PARK

BID NUMBER SB # FY2016-03-037

ADDENDUM # 2

April 12, 2016

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

Item 1: Sheet M1.1 Change unit heater voltage from 120/1 to 240/1.

Item 2: Sheet M1.1. Louvers (7) on architectural/mechanical plans to be 22"x14".

Item 3: Sheet E2.1 – All circuits for Unit Heaters shall be 240V. Provide 20A, 2 pole breakers in Panel A-16. All wiring shall be number 12 in ¾" conduit.

Item 4: M1.1 vandal resistant cage over unit heater to be Constructed of all welded expanded steel mesh panels with angle iron framing, finished in industrial gloss black, dimension of cage to be 12” larger the unit heater on all sides for clearances. Cage to have a front access panel with tamper proof stainless steel locks

Item 5: Sheets A2’s and 4’s – Existing steel doors at concession area are existing to remain – but shall be removed and repaired per notes on sheet A4. The 3 high rectangular louvers are 4’-10”x2’-6”, and the two triangle louvers are 3’-10”x1’-10”. The three high windows are 4’-10”x2’-6”.

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



May 12, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: ADA RESTROOMS AND EXTERIOR RENOVATION-BARTLETT SOCCER PARK - FY 2016-03-37

Dear **Mr. Towles**,

Five general contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on April 14, 2016 beginning at 2 pm. The apparent low bidder is Terry Bell Construction, LLC with a BASE BID of \$236,817.00. I have reviewed this bid and detailed breakdown and discussed same with their Owner and they are anxious to get started as soon as possible. I find that their bid is in order and, therefore, I recommend that Terry Bell Construction, LLC be awarded a construction contract in the amount of \$236,817 for **ADA RESTROOMS AND EXTERIOR RENOVATION-BARTLETT SOCCER PARK - FY 2016-03-37.**

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt, PLLC

Benjamin Witt, AIA, NCARB, LEED-AP, NCIDQ
Principal Architect

Attachment: Bartlett Soccer ADA Bid Recommendation (1786 : Bid for ADA Restrooms and Exterior Renovations--Bartlett Soccer Park)

BID RESULTS**FY2016-03-037 ADA RESTROOMS AND EXTERIOR RENOVATION -
Bartlett Soccer Park****April 14, 2016**

COMPANY/BIDDER	BASE BID AMOUNT
Terry Bell Construction, LLC	\$236,817.00
Wagner General Contractor's	\$243,200.00
Goofwin Bros Maint & Const	\$247,000.00
Barnes & Brower, Inc.	\$255,397.00
Albro Construction	\$263,000.00
P & E Development	could not open bid--due to not placing contractor liscense number on envelope, did not acknowledge addenduma and did not put contractor's name on ourside of envelope.
Mark Weeks Concrete	no bid

Attachment: bid results scanned (1786 : Bid for ADA Restrooms and Exterior Renovations--Bartlett Soccer Park)



April 27, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: City of Bartlett - FY 2016-03-037 - ADA and Exterior Renovations – Bartlett Soccer Park

Dear Mr. Towles,

Ross Witt Architecture, PLLC proposes to provide the following services for the referenced project:

- 1 periodic on-site review
- 2 review of construction submittals
- 3 providing answers to contractor questions
- 4 review of Payment Applications and possible Change Orders for the Contractor
- 5 final inspections

Our fees are \$4,350.00 for the above services. These fees assume that the project proceeds according to schedule and that the Contractor performs reasonably and without delay.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt Architecture, PLLC

A handwritten signature in blue ink, appearing to read "Ben Witt", written over a light blue horizontal line.

Benjamin Witt, AIA, NCARB, LEED-AP, NCIDQ
Principal Architect



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/24/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid to stabilize Fletcher Creek near Appling Road.

The City has a grant from the Tennessee Department of Economic and Community Development to stabilize a section of Fletcher Creek, west of Appling Road. This work is 100 percent federally funded. The bids were received on Thursday, May 19, 2016. The following bids were received:

Encor	Base Bid	\$296,940.00
	Alternate 1	\$154,100.00
	Alternate 2	\$ 65,400.00
Vucon, LLC	Base Bid	\$267,825.00
	Alternate 1	\$183,550.00
	Alternate 2	\$ 75,225.00
Pro-Site, LLC	Base Bid	\$229,783.20
	Alternate 1	\$157,180.00
	Alternate 2	\$ 78,200.00
Rose Construction	Base Bid	\$313,949.89
	Alternate 1	\$161,576.95
	Alternate 2	\$ 66,986.67
ERS	Base Bid	\$365,050.00
	Alternate 1	\$257,670.00
	Alternate 2	\$114,950.00
A&B	Base Bid	\$294,361.00
	Alternate 1	\$163,072.00
	Alternate 2	\$125,977.00

The low bid is Pro-Site Construction. We plan to award the base bid and alternate 1 for a total of:

Base Bid	\$229,783.20
Alternate 1	\$157,180.00
TOTAL	\$386,963.20
Contingency 10%	\$ 38,696.00

TOTAL \$425,659.20

Please award this bid to Pro-Site Construction, LLC for \$386,963.20 with a 10 percent contingency for a grand total of \$425,659.20.

This award is 100 percent federal dollars and is subject to Tennessee Department of Economic and Community Development approval of the bid.

The contract will also need to have construction oversight. Barge Waggoner Sumner and Cannon and SIC Consultants will perform this work. The estimate to do this construction administration is \$30,000.

Please authorize the expenditure of \$425,659.20 and up to \$30,000 for contract administration for a total cost of \$455,659.20.



May 20, 2016
File 34758-03B

The Honorable Keith McDonald
Mayor
CITY OF BARTLETT
6400 Stage Road
Bartlett, Tennessee 38134

**RE: RECOMMENDATION FOR AWARD
FLETCHER CREEK WEIR AND BANK STABILIZATION
2011 BARTLETT DISASTER RECOVERY PROJECT
CONTRACT NO.: 43867
BID NO.: FY2016-04-055**

Mayor McDonald:

Bids for the above referenced project were received May 19, 2016. Six bids were received. Each bid was reviewed for legal and technical responsiveness. It is our recommendation that the contract be awarded to the low bidder, Pro-Site Construction, LLC of 5909 Shelby Oaks Dr. Suite 212, Memphis, TN 38134. The recommended award amount is \$386,963.20, which is the Base Bid and Alternate No. 1. Awarding of the bid should be contingent upon concurrence of the award from the State of Tennessee, Department of Economic and Community Development.

Upon receipt and review should you have any questions, please let me know.

Sincerely,

Bryant Bondurant
Project Manager

cc: Shannon Cotter

Attachment: SKMBT_28316052013471.pdf (1796 : Fletcher Creek Flood Grant)

BID TABULATION																	
2011-D Bartlett Fletcher Creek Weir and Bank Stabilization City of Bartlett, TN Bid No. FY2016-04-055 Contract No. 43867															May 19, 2016 BWSC No. 34758-03B		
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		PRO-SITE CONSTRUCTION, LLC		ENSCOR, LLC		VUCON, LLC		A & B CONSTRUCTION		ROSE CONSTRUCTION, INC.		ERS, INC.	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
BASE BID																	
1	MOBILIZATION	1	LS	\$45,000.00	\$45,000.00	\$60,178.00	\$60,178.00	\$17,000.00	\$17,000.00	\$28,500.00	\$28,500.00	\$20,750.00	\$20,750.00	\$24,359.42	\$24,359.42	\$125,000.00	\$125,000.00
2	EXCAVATION AND GRADING	1	LS	\$50,000.00	\$50,000.00	\$22,140.00	\$22,140.00	\$130,000.00	\$130,000.00	\$41,800.00	\$41,800.00	\$142,025.00	\$142,025.00	\$78,219.55	\$78,219.55	\$40,000.00	\$40,000.00
3	CONCRETE BLOCK MAT	9600	SF	\$15.00	\$144,000.00	\$10.00	\$100,800.00	\$7.00	\$67,200.00	\$0.00	\$86,400.00	\$8.48	\$81,216.00	\$10.31	\$98,076.00	\$11.00	\$105,600.00
4	GROUTED CLASS C OR GROUTED RELOCATED RIP RAP	500	Tons	\$90.00	\$45,000.00	\$48.76	\$24,380.00	\$80.00	\$40,000.00	\$122.00	\$61,000.00	\$54.60	\$27,300.00	\$89.81	\$44,905.00	\$100.00	\$50,000.00
5	GROUTED CLASS A-1 RIP RAP	170	Tons	\$75.00	\$12,750.00	\$30.06	\$5,110.20	\$117.00	\$19,890.00	\$145.00	\$24,650.00	\$80.00	\$10,200.00	\$134.26	\$22,824.20	\$110.00	\$18,700.00
6	SODDING	900	SY	\$7.00	\$6,300.00	\$4.00	\$3,600.00	\$4.00	\$3,600.00	\$7.75	\$6,975.00	\$3.00	\$2,700.00	\$4.33	\$3,897.00	\$10.00	\$9,000.00
7	EROSION CONTROL	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$10,500.00	\$10,500.00	\$7,080.00	\$7,080.00	\$29,189.72	\$29,189.72	\$13,000.00	\$13,000.00
8	UNDERCUT	50	LY	\$35.00	\$1,750.00	\$60.00	\$4,425.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$10.00	\$500.00	\$104.46	\$5,222.00	\$25.00	\$1,250.00
31	CLASS C RIP RAP (NOT GROUTED)	50	Tons	\$65.00	\$3,250.00	\$63.00	\$3,150.00	\$70.00	\$3,500.00	\$85.00	\$4,250.00	\$42.00	\$2,100.00	\$67.13	\$3,356.50	\$50.00	\$2,500.00
TOTAL BASE BID					\$318,050.00		\$229,783.20		\$296,940.00		\$267,825.00		\$294,361.00		\$313,949.89		\$365,050.00
ALTERNATE 1																	
1	EXCAVATION AND GRADING	1	LS	\$25,000.00	\$25,000.00	\$10,100.00	\$10,100.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$69,610.00	\$69,610.00	\$18,107.05	\$18,107.05	\$40,000.00	\$40,000.00
2	SHEET PILING	1500	SF	\$73.00	\$112,500.00	\$65.00	\$97,500.00	\$57.00	\$85,500.00	\$62.00	\$93,000.00	\$54.00	\$81,000.00	\$51.44	\$77,160.00	\$100.00	\$150,000.00
3	GROUTED CLASS C OR GROUTED RELOCATED RIP RAP	670	Tons	\$90.00	\$60,300.00	\$74.00	\$49,580.00	\$80.00	\$53,600.00	\$116.00	\$77,060.00	\$18.60	\$12,462.00	\$96.97	\$65,306.00	\$101.00	\$67,670.00
TOTAL ALTERNATE NO. 1					\$197,800.00		\$157,180.00		\$154,100.00		\$183,550.00		\$163,072.00		\$161,576.95		\$257,670.00
ALTERNATE 2																	
1	EXCAVATION AND GRADING	1	LS	\$40,000.00	\$40,000.00	\$11,800.00	\$11,800.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$78,061.00	\$78,061.00	\$17,024.12	\$17,024.12	\$40,000.00	\$40,000.00
2	CONCRETE BLOCK MAT	4600	SF	\$15.00	\$69,000.00	\$10.50	\$48,300.00	\$7.00	\$32,200.00	\$8.50	\$39,100.00	\$8.48	\$38,916.00	\$8.17	\$37,582.00	\$11.00	\$50,600.00
3	GROUTED CLASS A-1 RIP RAP	85	Tons	\$75.00	\$6,375.00	\$180.00	\$15,300.00	\$120.00	\$10,200.00	\$175.00	\$14,875.00	\$60.00	\$5,100.00	\$113.51	\$9,648.35	\$110.00	\$9,350.00
4	SODDING	500	SY	\$7.00	\$3,500.00	\$3.50	\$1,750.00	\$4.00	\$2,000.00	\$7.50	\$3,750.00	\$3.00	\$1,500.00	\$3.25	\$1,625.00	\$10.00	\$5,000.00
5	EROSION CONTROL	1	LS	\$8,000.00	\$8,000.00	\$1,050.00	\$1,050.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$1,107.20	\$1,107.20	\$10,000.00	\$10,000.00
TOTAL ALTERNATE NO. 2					\$126,875.00		\$78,200.00		\$65,400.00		\$75,225.00		\$125,977.00		\$66,986.67		\$114,950.00
BASE BID TOTAL					\$318,050.00		\$229,783.20		\$296,940.00		\$267,825.00		\$294,361.00		\$313,949.89		\$365,050.00
BASE BID + ALTERNATE 1 TOTAL					\$515,850.00		\$386,963.20		\$451,040.00		\$451,405.00		\$457,433.00		\$475,526.84		\$622,720.00
BASE BID + ALTERNATE 1 + ALTERNATE 2 TOTAL					\$642,725.00		\$465,163.20		\$516,440.00		\$526,600.00		\$583,410.00		\$542,513.51		\$737,670.00

I hereby certify that the above is a true and correct tabulation of the bids received.

CERTIFIED *Bryant Bondurant*
Bryant Bondurant
PE# 10032



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 05/24/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Wade Towles

AGENDA ITEM

Site Plan, Grading, and Erosion Control Contract for Shell Station at 5944 Stage Road.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and MARKETPLACE DEVELOPMENT L.L.C. hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of March 7, 2016, approved the Site Plan, Grading, and Erosion Control Plans for SHELL FUEL STATION, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control 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, 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, Grading, and Erosion Control 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, 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:

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, 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.

V

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.

Attachment: Shell Station Contract (1789 : Site Plan Contract for Shell Station)

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.

SPECIAL CONDITIONS:

1. The Developer shall notify the City of Bartlett Engineering Office regarding all communication with TDEC regarding the removal and disposal of the existing fuel tanks, and the installation of new fuel tanks.
2. Currently, the approved plans do not show any proposed work within the R.O.W of Bartlett Boulevard and/or Stage Road. In the event this changes, the Engineer and the Contractor shall contact TDOT and acquire all necessary permits, and notify the City of Bartlett Engineering Department in advance of any construction.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
SHELL FUEL STATION**

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract and before Construction Begins:

1 Water Plant Expansion (15% of Water Main Costs = \$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 @ \$175.00 per lot or 1.5% of public improvement cost, whichever is greater. \$175.00 x 1 = \$175.00 1.5% x \$47,832.00 = \$717.48	<u>\$717.48</u>
3. Sewer Review Fee - \$10.00 per lot or \$25.00 per 250 feet of sewer line extension (whichever is greater) 0 feet of sewer = 0 Minimum charge of \$25.00 per contract. \$10 implies \$10.00 \$25 implies 0 X \$25.00	<u>\$25.00</u>
4. Water Connection Fee @ \$3,000.00 per tap (1) 2" domestic water tap	<u>\$3,000.00</u>
5. City Site Plan Inspection @ Greater of Either: A. 3% of Development Cost = \$1,434.96 or B. \$300.00 per Lot = \$300.00 Development Cost = \$47,832.00	<u>\$1,434.96</u>
6. Cost of water and sewer main	<u>n/a.</u>

Attachment: Shell Station Contract (1789 : Site Plan Contract for Shell Station)

	7. SEWER BASIN: south	
	Sewer Connection Charge at either: @\$2,333.00 per acre or @ \$33 per Front Foot (N/A: Sewer Fees Paid by previous Developer)	<u>\$0.00</u>
	8. DRAINAGE BASIN: <u>Harrington Creek</u> <u>0.88 acres</u>	
	a. Drainage control fee for those lots not served by a Detention Basin @ \$500.00 per half acre or fraction thereof (in multiples of \$500) = \$1,000.00	<u>\$N/A</u>
	b. Drainage control fee for lots served by a Detention Basin @ \$250.00 per half acre or fraction thereof (in multiples of \$250), (0.88Acres)	<u>\$500.00</u>
	TOTAL DUE CITY	\$5,677.44.
II.	Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.	
	1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
	2. Street Lights N/A	\$0.00
	TOTAL DUE II	\$0.00
III.	Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	\$47,832.00

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: MARKETPLACE DEVELOPMENT
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 _____

Attachment: Shell Station Contract (1789 : Site Plan Contract for Shell Station)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 05/24/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Wade Towles

AGENDA ITEM

Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and CHRISTIAN LIFE TABERNACLE hereinafter referred to as the
DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
November 2, 2015, approved the Site Plan, Grading, and Erosion Control Plans for CHRISTIAN
LIFE TABERNACLE, and established certain conditions for approval of this Site Plan, Grading,
and Erosion Control 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, 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, Grading, and Erosion Control 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, 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, 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.

V

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.

SPECIAL CONDITIONS:

- 1 Christian Life Tabernacle shall construct two driveways at Davies Plantation Road Entrances to designate them as private driveways.
- 2 The existing sanitary sewer services that are not being used shall be excavated down to the sewer main and cut off and capped.
- 3 The existing domestic water services that are not being used shall be excavated down to the water main and cut off at the corporation stop.
- 4 The existing street lights are to be removed as per the MLGW Plans, with these costs paid by Christian Life Tabernacle.
- 5 Christian Life Tabernacle will work with MLGW regarding the abandonment of all unused gas and electric utilities.
- 6 The original Plat shall be replaced with an update showing the abandonment of all unused utility easements.
- 7 Christian Life Tabernacle will acquire permission letters from all necessary utility providers regarding any utility easement(s) that is being abandoned.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
CHRISTIAN LIFE TABERNACLE**

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract and before Construction Begins:

1 Water Plant Expansion (15% of Water Main Costs = \$32,960.00)	<u>\$4,944.00</u>
2. a. Water System Engineering and Subdivision Review (6% of Water Main Cost)	<u>\$1,977.60</u>
b. Subdivision and Site Plan Review Fee @ \$175.00 per lot or 1.5% of public improvement cost, whichever is greater. $\$175.00 \times 1 = \175.00 $1.5\% \times \$399,369.00 = \$5,990.54$	<u>\$5,990.54</u>
3. Sewer Review Fee - \$10.00 per lot or \$25.00 per 250 feet of sewer line extension (whichever is greater) 0 feet of sewer = 0 Minimum charge of \$25.00 per contract. $\$10 \text{ implies } \10.00 $\$25 \text{ implies } 0 \times \25.00	<u>\$25.00</u>
4. Water Connection Fee @ \$3,000.00 per tap 3 Tap (2 domestic & 1 irrigation combined)	<u>\$9,000.00</u>
5. City Site Plan Inspection @ Greater of Either: A. 3% of Development Cost = \$11,981.07 or B. \$300.00 per Lot = \$300.00 Development Cost = \$399,369.00	<u>\$11,981.07</u>
6. Cost of water and sewer main	<u>n/a.</u>

Attachment: Christian Life Tabernacle Contract (1790 : Site Plan Contract for Christian Life Tabernacle)

7. SEWER BASIN: south

Sewer Connection Charge at either:

@ \$2,333.00 per acre

= \$48,433.08 – (\$27,000*) = \$21,433.08; (*Previously Collected by

Davies Manor SD (BMA 9-11-12) or

@ \$33 per Front Foot (N/A)

\$21,433.088. DRAINAGE BASIN: Fletcher Creek20.76 acres

a. Drainage control fee for those lots not served
by a Detention Basin @ \$500.00 per half acre or
fraction thereof (in multiples of \$500) = \$1,000.00

\$N/A

b. Drainage control fee for lots served by a Detention
Basin @ \$250.00 per half acre or fraction thereof
(in multiples of \$250), = 20.76X2 X \$250.00 = \$10,380.00
(Waived by BMA 9-11-12)

\$0.00**TOTAL DUE CITY****\$55,351.29.**

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost) \$0.00

2. Street Light (Estimated (Street Light Removal) \$0.00
(\$10, 565.17 to be paid to MLGW by Christian Life Tabernacle Church)

TOTAL DUE II**\$0.00**

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

\$399,369.00

Attachment: Christian Life Tabernacle Contract (1790 : Site Plan Contract for Christian Life Tabernacle)

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: CHRISTIAN LIFE TABERNACLE

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_____

Attachment: Christian Life Tabernacle Contract (1790 : Site Plan Contract for Christian Life Tabernacle)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1785)

Meeting: 05/24/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1785

Resolution 17-16, a resolution to accept a 2015-2016 Tennessee Municipal League Pool Property Conservation matching grant and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase and installation of equipment.

WHEREAS, the Bartlett Parks and Recreation Department has received a TML Pool Property Conservation Grant for the purpose of installing a security system at the Parks Maintenance Shop, and

WHEREAS, the grant reimbursed up to 50 percent of the total costs for the purchase and installation of the security system not to exceed \$7,500, and

WHEREAS, it is necessary to accept the TML Pool Property Conservation Grant, amend the Fiscal Year 2016 Grants Fund Budget for revenue and expenditures to appropriate the \$7,500 and authorize the equipment purchase.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the TML Pool Property Conservation Grant is accepted in the amount of \$3,750 and that the FY2016 Grants Fund Budget is amended to appropriate these funds and the purchase authorized

Adopted this day of May 24, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1792)

Meeting: 05/24/16 07:00 PM
Department: Parks and Recreation
Category: Presentation
Prepared By: Dick Phebus
Initiator: David Thompson
Sponsors:
DOC ID: 1792

Resolution 18-16, a resolution to authorize payment of funds to the Community Foundation of Greater Memphis for the purpose of establishing the Bartlett Parks Foundation Fund.

WHEREAS, the City of Bartlett wishes to establish a Bartlett Parks Foundation Fund for the purpose of meeting future needs of the Bartlett Parks System, and

WHEREAS, the Community Foundation of Greater Memphis is a 501(c)(3) organization which can accept tax deductible contributions on behalf of the Community Foundation of Greater Memphis and other umbrella foundations, and

WHEREAS, it is the desire of the Bartlett Board of Mayor and Aldermen to establish the Bartlett Parks Foundation within the Community Foundation of Greater Memphis to allow tax deductible contributions from individuals and corporations and to provide a \$10,000 corpus amount to the Bartlett Parks Foundation in order to be fully vested, and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that \$10,000 be sent to the Community Foundation of Greater Memphis to set up the Bartlett Parks Foundation as an umbrella organization of that foundation. Payment of this amount shall be taken from General Fund Account 110.41100.180.

Adopted this day of May 24, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/24/16 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appoint Ted Archdeacon as Director of Personnel.

TED ARCHDEACON, SPHR

4471 Sir Galahad Lane
Bartlett, TN 38135

ted.archdeacon@gmail.com

901-388-2853
901-201-8741

PROFESSIONAL SUMMARY

Senior Human Resource / Benefits professional with over 24 years of operational and strategic HR management experience producing exceptional and sustainable results. Strengths in creating organizational effectiveness through successful leadership in employee relations, employee development and engagement.

SELECTED ACCOMPLISHMENTS

- Implemented initiative to build better relationship between management and employees.
 - Started a “respect initiative, designing and delivering training for front line supervisors, managers, and eventually hourly lead people.
 - Led conversations about respect at monthly all-employee meetings.
 - Set up a “respect hotline” for employees to call in good things or report continuing issues where respect was not shown.
 - The result: overall communication scores (employee opinion survey) increased 10%.
- Created and managed a Leadership Development Program focused on high-potential employees.
 - Chosen high-potential participants were asked to design and do a project to improve one area within their job.
 - After 9 months, participants presented their projects and results, 100% of which were implemented during that time.
 - The result: development and operations improvement results proved so impressive that the Company president wanted the program repeated in subsequent years.
- Created an hour-long presentation and delivered training to all employees, in groups of 40, to build understanding of the organization's global charter.
 - The result: the goal of the program was attained, 80% of employees reporting a very good understanding of the Global Charter.
- Successfully implemented a workers' safety program and training:
 - Collaborated with Brother of Japan, employing a corporate 52-point safety program to insure coverage of everything required; created policies, inspection teams, forms, training, reporting, and hazard evaluations, aligning all participants in the effort.
 - The result: a 5-fold reduction in workers' compensation injuries from 18-20 per year to 4 and less.
- As VP of Membership for SHRM Chapter, rebuilt its membership:
 - Used direct telephone calls, personalized email, and outreach contact to chapter members at their organizations, encouraging affiliation.
 - Developed contests for involvement, and engaged Board members in the effort.
 - Reviewed and worked old rosters, working closely with national representatives.
 - The result: a doubling of membership, increasing from 550 to over 1100.

Attachment: Archdeacon resume (1788 : Appoint Ted Archdeacon as Personnel Dir)

PROFESSIONAL EXPERIENCE

FRED'S, INC. – Memphis, Tennessee

February 2014 - Present

DIRECTOR OF BENEFITS

- Responsible for Employee Benefit Plans including Health, Dental, Vision, Disability & Life.
- Implemented successful change of ancillary carrier and improved overall benefit experience for team members and a cost savings.
- Revised and improved HR / Benefit processes to improve productivity and performance.
- Developed Wellness Video and Calendar and organized Wellness Week / Health Fair to further enhance participation and awareness in corporate wellness initiative.

BROTHER INDUSTRIES (U.S.A.), INC. – Bartlett, Tennessee

1991 - 2013

Subsidiary of international manufacturing company producing personal electronic office products.

Senior Manager, Human Resources

Manager, Benefits

Human Resources Representative

Personnel Supervisor

- Promoted to Senior Manager, 2010.
- Employee Relations & Change Management. Guided managers and supervisors regarding employee counseling, discipline and termination to ensure effective management including new initiatives.
- Employee Benefits. Managed Insurance, 401(k) Administration, FMLA Compliance, and time off programs.
- Safety & Workers' Compensation. Administered injury reporting, facilitate case management and monitor employees to ensure their prompt return to productive work.
- Managed security department.
- Training & Development. Achieved company goals for employee growth.
- Communications. Coordinated effective employee newsletter and successful employee meetings.
- Staffing. Recruitment and Retention of technical, professional and hourly positions.
- Policy Development. Wrote, revised, and updated policies and employee handbook.
- Compensation. Managed wage and salary administration, bonus programs, and long-term incentive program. Provided wage survey / analysis and wage recommendations for use in budget process.
- Compliance. Federal and state regulations including Title VII, EEO, OSHA and ADA.

EDUCATION / CERTIFICATIONS

B.B.A., – General Management – The University of Memphis – Memphis, TN

Senior Professional in Human Resources (2001 to present)

ACHIEVEMENTS / AWARDS

Tennessee Human Resource Management Excellence Award for increase in Chapter membership Secretary, 2004 Tennessee State Conference, Society for Human Resource Management (SHRM)

Attachment: Archdeacon resume (1788 : Appoint Ted Archdeacon as Personnel Dir)

PROFESSIONAL MEMBERSHIPS

Society for Human Resource Management (SHRM) Memphis Chapter (Vice President 2003-2010)
Greater Memphis Employee Benefits Council (Executive Board 2009 to present)
Workforce Employer Outreach Committee (WEOC), a program of the TN Department Of Labor
(Chair 2011-2012)
Leadership Bartlett Alumni Association, part of the area Chamber of Commerce

CIVIC PROFESSIONAL SERVICE

City of Bartlett (TN) Grievance Review Board. Appointed by Mayor, 1 of 2 citizen representatives
on the Board, to hear and adjudicate city employee grievance filed in relation to a personnel action.