



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, APRIL 25, 2017 - 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 Steve Shapard, Bartlett United Methodist Church

FUTURE MEETINGS

Board of Education, April 27 at 7 p.m.

Board of Mayor and Aldermen Work Session, April 28 at 12 p.m.

Family Assistance Commission, May 1 at 6 p.m.

Planning Commission, May 1 at 7 p.m.

Beer Board, May 2 at 6 p.m.

Bartlett Station Commission, May 3 at 7:30 a.m.

City Beautiful Commission, May 4 at 7 p.m.

Bartlett Historical Society, May 8 at 7 p.m.

RECOGNITIONS

Leadership Bartlett Class of 2017

The Leadership Bartlett class spent the afternoon learning about Bartlett's government.

Proclamation for Building Safety Month

Mayor McDonald proclaimed April Building Safety Month.

Check presentation to West Tennessee Veterans Home

Mayor McDonald and the Aldermen presented a \$20,000 check to the West Tennessee Veterans Home. Accepting the donation on behalf of the home were Holly Swogger, president, Don Swogger, Hugh Lamar, Pat Lamar, and Harry McKee. The City raised funds during its sesquicentennial year for the veterans' home.

2016 Employees of the Year

Mayor McDonald and Personnel Director Ted Archdeacon presented the 2016 Employees of the Year awards.

Michael Christian - Police

Jeff Burross - Fire

Michael Pierce - Public Works

Paul Wright - Parks

Debbie Cairncross - Administration

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the April 11, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Bid for weight and cardio exercise equipment. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the bid from the single source provider LifeFitness at a cost of \$63,453.36 with trade in for existing equipment. Funds are available in Account 311.48311.785.54316.
- 2 Bid for repair of Westbrook Road Bridge over Buckhead Creek. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Dement Construction in the amount of \$291,449.55, plus a contingency amount of \$30,000 for a total cost of \$321,449.55. Contract administration will be provided by Smith Seckman Reid in the amount of \$19,900. Total project cost will be \$341,349.55. Funds are available in Account 311.48311.780.41450.
- 3 Bid for Ellis Road Improvements. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from ENSCOR, LLC in the amount of \$756,038.00, plus a contingency amount of \$25,000 for a total cost of \$781,038.00. Contract administration will be provided by Pickering in the amount of \$23,260. Funds are available in Account 311.48311.780.452.

4 Additional 2017 softball tournament request. (Shan Criswell, Director of Parks and Recreation)

5 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Nine items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

6 Treasurer's Report for March 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$72,630,170
Year-to-date Expenditures	\$59,809,941
Adopted Budget Revenues	\$72,630,170
Year-to-date Revenues	\$56,320,670

NEW BUSINESS

I Bid for W. J. Freeman Park road and parking improvements. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Ferrell Paving in the amount of \$757,600 and the Alternate One-Site lighting bid of \$307,800 for a total bid of \$1,065,400, plus a contingency amount of \$30,000. This project requires construction management which will be provided by Dalhoff Thomas Design at a cost of \$9,700 and geological testing provided by Geotechnology Inc. at a cost of \$9,998.20. The total cost of this project will be \$1,115,098.20. Funds are available in Account 311.48311.780.51401.

Mrs. Criswell, Director of Parks and Recreation, explained that this project would add to more access points to the park. Currently, there is only one point of ingress/egress, which has caused safety concerns. One new drive will be near Ivanhoe Road, and the other near Bartlett Road.

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

2 Resolution 12-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)

Finance Director Dick Phebus explained that this is a budget amendment from the Bartlett City Schools to allocate funds to purchase the Bartlett Square property.

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

3 Resolution 13-17, a resolution to amend the Fiscal Year 2017 General Purpose School Fund and School Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution contains two budget amendments from Bartlett City Schools; one will allocate \$26,000 to build a fence around the soccer park, and one will appropriate funds for some scholarships.

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

4 Resolution 14-17, a resolution to amend the FY17 Capital Improvement Program Budget to provide additional funding for Ellis Road Hill Removal. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution appropriates an additional \$50,000 for the removal of the sharp hill on Ellis Road near New Brunswick Road.

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

5 Resolution 15-17, a resolution to authorize the Mayor to enter into an agreement between the State of Tennessee Department of Transportation and the City of Bartlett for the design of an Americans with Disabilities Act Transition Plan. (Rick McClanahan, Director of Engineering)

Director of Engineering Rick McClanahan explained that the Tennessee Department of Transportation requires the Board approve this resolution authorizing the Mayor to enter into an agreement for the design of the Americans with Disabilities Act Transition Plan. The Department requires this agreement to secure future funds, which should cover 80 percent of the plan. Mr. McClanahan stated that necessary projects will be assessed and then a dollar amount calculated, then a timeline for completion set.

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

OPEN DISCUSSION

Alderman Parsons invited the public to BPACC's Bluegrass concert Friday, May 5 from 6 to 9 p.m.

Alderman Elliott asked Mr. McClanahan when construction on the Ellis Road hill would begin. He answered within the next month.

Mr. McClanahan stated that the CSX Railroad deferred construction at the Old Brownsville Road crossing to late spring or early summer.

Rebecca Priddy, President of the Bartlett High Parent Teacher Student Association, invited the community to support Project Graduation.

Clinton Isenhower, 7860 Stephanie Cove, voiced his concerns about the proposed 35-cent property tax increase. Mr. Isenhower argued that since Shelby County home assessments increased an average of 11 percent, and typically they only increase by 1 percent, that this tax increase is not necessary. Mayor McDonald said Mr. Isenhower might have misunderstood his previous explanation of the proposed tax increase. The Mayor offered to meet with Mr. Isenhower and explain the issues.

ADJOURNMENT

Meeting adjourned at



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, APRIL 11, 2017 - 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 John Panzer, New Hope Christian Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, April 13 at 7 p.m.

Historic Preservation Commission, April 17 at 7 p.m.

BPACC Advisory Board, April 18 at 6 p.m.

Bartlett Arts Council, April 18 at 6:30 p.m.

Design Review Commission, April 18 at 6:30 p.m.

Bartlett Board of Education Work Session, April 20 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the March 28, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Apr 11, 2017 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Special event permit for Brunswick Farms neighborhood garage sale. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 29 with rain date of Saturday, May 6 from 7 a.m. to 2 p.m. in the Brunswick Farms Subdivision.
- 2 Renewal of service agreement for legislative meeting management. (Mark Brown, Chief Administrative Officer)**
Request to renew service agreement with Accela for meeting agenda and recording software in the amount of \$18,135.22. This is an annual agreement running from June 1, 2017 to May 31, 2018. Funds are available in Account 123.48123.264.
- 3 Bid for one fuel lube truck. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Ford of Murfreesboro at a cost of \$123,923. Funds are available in Account 311.48311.785.30717.
- 4 Bid for Animal Control Truck. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest, qualified bid from AutoNation at a cost of \$37,938.56. Funds are available in Account 311.48311.785.30717.
- 5 Bid for one super cab, 4x4 pickup truck. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ford of Murfreesboro at a cost of \$25,767.00. Funds are available in Account 311.48311.785.42017.
- 6 Bid to replace Ardie Road Water Plant dehumidifier. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from National HVAC Service at a cost of \$105,765, plus a contingency amount of \$9,235, for a total cost of \$115,000. Funds are available in Account 312.48312.780.723
- 7 Bid for tennis courts renovations. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Dana Freeman Construction, Inc. in the amount of \$80,000.00 for the base bid and \$15,000.00 for the alternate bid, for a total cost of \$95,000.00. Tennis courts at Madison Arthur Byrd Park and W.J. Freeman Park will be renovated. Funds are available in Account 311.48311.780.51417.

Minutes Acceptance: Minutes of Apr 11, 2017 7:00 PM (MINUTES ACCEPTANCE)

8 Authorization to purchase Right-of-Way for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)

Request approval to purchase one right-of-way tract for a total of \$16,550. Funds are available in Account 311.48311.770.422.

9 Site plan contract for Youth Villages Boy's Residential Treatment Center. (Rick McClanahan, Director of Engineering)

The Developer, Youth Villages, will pay \$50,482.90 in City Fees. The Bond is set at \$186,453.33.

10 Planning Commission Report for April 2017. (Terry Emerick, Director of Planning and Economic Development)

- 1) Master Plan for Village at Deer Run, Phase I was approved with conditions.
- 2) Site plan for Walmart Academy was approved with conditions.
- 3) Site plan for Christian Life Tabernacle Church, Phase I was approved with conditions.
- 4) Site plan for Calvary Baptist Church, Phases I & 2 were approved with conditions.
- 5) Historic Landmark Designation for Barteau-Dickey House was forwarded to the Board of Mayor and Aldermen with a favorable recommendation.

11 Treasurer's Report for February 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$72,630,170
Year-to-date Expenditures	\$55,012,175
Adopted Budget Revenues	\$72,630,170
Year-to-date Revenues	\$51,840,206

NEW BUSINESS

I Appoint and re-appoint members to City's Boards and Commissions. (A. McDonald, Mayor)

Bartlett Arts Council

Reappoint Christy Kinard. Her term will expire September 30, 2018.

Bartlett Station Commission

Reappoint Alderman Paula Sedgewick. Her term will expire December 31, 2020.

Appoint Vincent Robert. His term will expire December 31, 2021.

Beer Board

Reappoint Cordell Battles and Deborah Williams. Their terms will expire December 31, 2018.

Appoint Ryan Smith. His term will expire December 31, 2018.

BPACC Advisory Board

Reappoint Sandy Dunn and Polly Schrimper. Their terms will expire December 31, 2019.

Appoint Steve Stewart. His term will expire December 31, 2018.

Appoint Hank Winkler. His term will expire December 31, 2019.

City Beautiful Commission

Reappoint Joe Bledsoe, Bill Browning, Mark Guenin, Donald Keith, Tommie Jean Moore, Kenneth Parks, Laurie Rieman, Tom Rieman, Debbie Ross, Becky Sykes, and Danny Thompson. Their terms will expire December 31, 2017.

Appoint Linda Howe and Tamela Thompson. Their terms will expire December 31, 2017.

Code Appeals Board

Reappoint Leon Hurd. His term will expire December 31, 2018.

Appoint Aleta Jones. Her term will expire December 31, 2018.

Design Review Commission

Reappoint Casper Briggs, Stan Burton, Chris Triplett, Keith Whaley. Their terms will expire December 31, 2018.

Appoint Jason Payne. His term will expire December 31, 2017.

Family Assistance Commission

Reappoint Paul Foree and Ken Twiss. Their terms will expire December 31, 2019.

Grievance Review Board

Reappoint Bo Maharrey, Chris Armstrong, Jonathan Jewell, Charlene Mitchel, Ted Rasbach, Alderman Jack Young. Their terms will expire December 31, 2017.

Historic Preservation Commission

Reappoint Paul Kaiser. His term will expire December 31, 2021.

Reappoint Alderman Paula Sedgwick. Her term will expire December 31, 2020.

Appoint Nikia Johnson. Her term will expire December 31, 2017.

Appoint Kevin Quinn. His term will expire December 31, 2021.

Industrial Development Board

Reappoint Stan Burton, Greg Evans, Kelly Price, Burk Renner, and Randal Webb. Their terms will expire January 25, 2021.

Parks and Recreation Advisory Board

Reappoint Matt Goodhart, Paul Ireland, and Warren Young. Their terms will expire December 31, 2019.

Appoint Bob Brown. His term will expire December 31, 2018.

Pension Board

Reappoint Matt Crenshaw and Cathy Lyons. Their terms will expire December 31, 2020.

Appoint Patrick Cici. His term will expire December 31, 2020.

Retirement Plan Committee

Reappoint Matt Crenshaw and Cathy Lyons. Their terms will expire December 31, 2020.

Appoint Patrick Cici. His term will expire December 31, 2020.

Planning Commission

Reappoint Ron Sandlin. His term will expire December 31, 2019.

Appoint Mandy Young. Her term will expire December 31, 2018.

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

- 2 Resolution 10-17, a resolution to request unclaimed balance of accounts remitted to State Treasurer under the Unclaimed Property Act. (Dick Phebus, Director of Finance)**

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

- 3 Resolution 11-17, a resolution to amend the Fiscal Year 2017 Operating Budget to appropriate \$50,400 for education incentive pay for Fire Department personnel. (Dick Phebus, Director of Finance)**

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

- 4 Letter of Intent to purchase 13 acres of property for the future construction of Tennessee College of Applied Technology. (Mark Brown, Chief Administrative Officer)**

Chief Administrative Officer Mark Brown noted that this property is located at the intersection of Yale Road and Brother Boulevard.

Alderman Parsons said he is excited that the Tennessee College of Applied Technology (TCAT) plans to invest \$17 million into the community.

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

OPEN DISCUSSION

Alderman Elliott thanked the Sungate Homeowners Association for its contribution to the City Beautiful Commission.

City Engineer Rick McClanahan announced the CSX Railroad will close Old Brownsville Road crossing near the intersection of Germantown and Old Brownsville Roads starting April 24.

Alderman Parsons asked when the asphalt overlay of Kirby Whitten Road would be complete. Mr. McClanahan said by Friday, April 14.

ADJOURNMENT

Meeting adjourned at 7:19 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

ADOPTED**AGENDA ITEM**

Meeting: 04/25/17 07:00 PM

Department: Parks and Recreation

Category: Purchase

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for weight and cardio exercise equipment.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: David Parsons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Bartlett Recreation Center

Memo

To: Shan Criswell
From: Michael Goldberg
CC:
Date: April 4, 2017
Re: BRC Fitness Equipment

Shan,

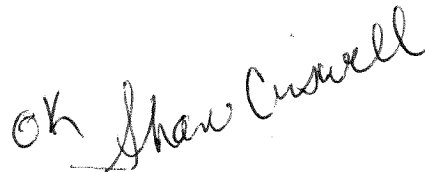
I would like to recommend the purchase of new LifeFitness weight and cardio equipment as a single source provider. I have attached the paperwork to show all the units that we are purchasing. We currently use LifeFitness weight and cardio equipment due to its durability, effectiveness and that it coordinates with our current line of equipment. We also are able to use existing and interchangeable parts that we have on hand when a need arises to replace parts on the new equipment.

As a single source provider, Life Fitness will accept trade in equipment for the units that we will be purchasing, therefore creating a credit. The total cost for this purchase is \$63,453.36. Funds are available in account 311.4.47.470.48311.785.54316. Please let me know if you have any further questions regarding this purchase.

Thank you,



Michael Goldberg



4/7/2017 -
I have reviewed this request
and agree with the single source
as we will save money using
the same mfg for interchangeable
parts. D. Cairncross

Attachment: Life Fitness Equipment-BRC-4-10-2017 (2068 : BRC LifeFitness Equipment)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/25/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for repair of Westbrook Road Bridge over Buckhead Creek.

The Westbrook Road Bridge repair was advertised in *The Daily News* on Tuesday, March 14, 2017. The contractors that picked up Bid Documents are as follows:

Chris-Hill Construction
Dement Construction
Jones Brothers, Inc
Southern Road & Bridge

On Thursday, March 30, 2017 we received four bids for the construction of the FY2017-03-037 Westbrook Road Bridge over Buckhead Creek Repair project. The apparent low bidder, Dement Construction Company, LLC, submitted a total bid of \$291,449.55. Based on the bid prices submitted, the Engineering Department recommends awarding this project to Dement Construction Company, LLC in the amount of \$291,449.55, plus a contingency amount of \$30,000.00 for items that may need to be added during construction. Total cost shall not exceed \$321,449.55.

Bidder	Total Bid
Chris-Hill Construction Co., LLC	\$291,514.05
Dement Construction Co., LLC	\$291,449.55
Jones Brothers, Inc	\$305,384.55
Southern Road & Bridge	\$1,244,064.00

Contract administration and submittal review will be needed for this project. Smith Seckman Reid (SSR) has provided a proposal of \$19,900 for this work. Please award this work to SSR.

Please award the above mentioned work as outlined for a total cost of \$341,349.55. This is a budgeted item with funding to come from Account 311.48311.780.41450.

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



April 11, 2017

Mr. Rick McClanahan
City Engineer
City of Bartlett
6382 Stage Road
Memphis, TN 38134

Re: Construction Engineering Services for Westbrook Road Bridge

Dear Mr. McClanahan:

Smith Seckman Reid, Inc. ("SSR" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Bartlett ("the Client") for providing Construction Engineering Design services. Following are our project understanding, scope of services, schedule, and fee.

Project Understanding

The City of Bartlett desires to repair the Westbrook Road bridge over Buckhead Creek based on the most previous inspection report dated May 14, 2013 and correct the deficiencies as noted in that report.

Scope of Services

SSR will provide the services specifically set forth below.

Construction Administration Support

Following the award of the construction contract, SSR will provide assistance to the City during construction. This will include:

1. Attend and participate in pre-construction contract meeting.
2. Respond to RFI's from contractor (10 RFI's included in estimate).
3. Review contractor submittals (5 submittals included in estimate).
4. Weekly coordination with contractor and documentation to support progress payments.
5. Site visits at critical points in construction (15 site visits included in estimate).
6. Review of contractor pay requests and recommend for approval to City.
7. Assist the City with contract close-out documentation.
8. Documentation of as-built conditions.

SSR Deliverables:

1. *Weekly construction report (1 hard copy and 1 electronic copy, Adobe PDF format) to Client.*
2. *As-Built Plans (1 full size hard copy and 1 electronic copy, Adobe PDF format) to Client.*

2650 Thousand Oaks Blvd., Suite 3200, Memphis, TN 38118
Tel: 901.683.3900 · Fax: 901.683.3990 · www.ssr-inc.com

Attachment: SKMBT_28317041813540.pdf (2073 : Westbrook Road Bridge Repair)

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed for mutually agreed upon fees. Attached are our hourly rates for additional services.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule*Construction Administration Support*

Assume two months of construction activity.

Fee and Billing

SSR will provide the above services on a lump sum basis with a total estimated fee of **\$ 19,900.00** based on the scope of the project as we now understand it.

These fees include all associated overhead and profits. SSR will invoice the Client based on the percent complete for the given task.

Payment is expected within 30 days of the invoice.

We look forward to working with the City of Bartlett. If you have any questions please feel free to contact me.

Sincerely,

Smith Seckman Reid, Inc.



Ian Engstrom, P.E.
Operations Manager - Memphis



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/25/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for Ellis Road Improvements.

The Ellis Road Improvement project was advertised in *The Daily News* on Tuesday, March 14, 2017. The contractors that picked up Bid Documents are as follows:

B & C Construction Co., Inc
Delgado General
ENSCOR, LLC
Ferrell Paving, Inc

On Thursday, March 30, 2017, we received four bids for the construction of the FY2017-03-046 Ellis Road Improvements project. The apparent low bidder, ENSCOR, LLC, submitted a total bid of \$756,038.00. Based on the bid prices submitted, I recommend awarding this project to ENSCOR, LLC in the amount of \$756,038.00 plus an additional amount of \$25,000.00 for items that may need to be added during construction.

This project included work to build the curb, gutter and sidewalk on the north side of the roadway which is the developer's responsibility. Attached is a letter from the developer acknowledging he will pay for this work which was bid at \$47,299.00. He will pay 50 percent up front and the balance upon completion. The total cost of the project will be \$804,298.00 with the developer to pay \$47,299.00 and the City to pay \$756,999.00

Bidder	Total Bid
B & C Construction Co., Inc	\$938,740.00
Delgado General	\$763,837.50
ENSCOR, LLC	\$756,038.00
Ferrell Paving, Inc	\$774,323.75

Please award ENSCOR, LLC the contract for \$756,038 and Pickering the contract administration for \$23,260.

This is a budgeted item with funding to come from Account 311.48311.780.452.

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



April 10, 2017

Mr. Rick McClanahan, P.E.
 Director/City Engineer
 City of Bartlett
 6382 Stage Road
 Bartlett, TN 38134

**RE: CA Services for Ellis Road New Brunswick Roadway Modifications
 RFQ# FY2016-07-004**

Dear Rick:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this Scope of Work to the City of Bartlett, herein known as the City (the "Client"), for providing Professional Engineering services for the development of the referenced project. Our scope of services is shown below.

SCOPE OF SERVICES

Task A – Bid Phase

1. Pickering will review bids provided by the City to verify bid amounts and determine if they are balanced bids. Pickering will notify the City of confirmation for award.

Task B – Construction Phase

1. Pickering will prepare for and conduct the Preconstruction Meeting, and will address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Pickering will prepare and distribute detailed minutes of the meeting.
2. Pickering will review submittals provided by the contractor for compliance with the plans and specifications.
3. Pickering will prepare for and conduct on-site meetings if necessary with the City, contractor, sub-contractors, and other agencies affected by the project. The City's Project Supervisor will communicate with Pickering on a regular basis to keep Pickering apprised of any issues that may require a collaborative meeting to make decisions. The meetings will be held to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Pickering will record significant information revealed and discussed at the meeting and distribute written minutes to all appropriate agencies. Meetings will be limited to 1 or 2 per month.
4. The City Project Supervisor will notify Pickering of the necessity of any Supplemental Agreements/Construction Changes. Pickering will negotiate prices for additional pay items with the contractor and coordinate acceptance of prices with the City Project Supervisor. Pickering will prepare the Supplemental Agreement/Construction Change on the supplied

Mr. Rick McClanahan
Page 2
April 10, 2017

standard form and submit to the City Project Supervisor for final review and submittal for processing.

5. The City's Project Supervisor will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records including any Supplemental Agreements/Construction Changes. Pay quantities will be submitted to Pickering for review and confirmation for payment.
6. Pickering will provide general administrative services including coordination/correspondence between the City, contractor, subcontractors, or others concerning matters related to the project. Any recorded correspondence will be provided to the City for the final project records.
7. Pickering will assist the City's Project Supervisor with project close-out after project completion.

Items Specifically Excluded

1. On-site daily field inspection
2. Daily reporting

FEE PROPOSAL

CONSTRUCION PHASE SERVICES - \$23,260 Hourly NTE (see attached)

Please advise if further information is desired.

Sincerely,



Patrick W. Neal, P.E.
Project Manager

Attachment: SKMBT_28317041813530.pdf (2074 : Ellis Road Improvements)

MAN-HOUR ESTIMATE/FEE PROPOSAL
for
CONSTRUCTION PHASE SERVICES
for
ELLIS ROAD NEW BRUNSWICK ROADWAY IMPROVEMENT

APRIL 10, 2017

ITEM (Refer to Scope of Work)	MAN-HOURS PER CLASSIFICATION	
	Project Manager	Construction Inspector
A.1 - Bid Review	4.0	2.0
B.1 - Preconstruction Meeting	8.0	2.0
B.2 - Submittal Reviews	16.0	-
B.3 - On-site Meetings	12.0	12.0
B.4 - Supplemental Agreements	6.0	24.0
B.5 - Monthly Progress Payments	6.0	12.0
B.6 - Admin., Coordination/Correspondence	24.0	36.0
B.7 - Project Close-out	4.0	16.0

Man-Hour Total Per Class	80.0	104.0
Man-Hour Rate Per Class	\$170.00	\$90.00
Subtotal Fee Per Class	\$13,600.00	\$9,360.00
Project Sub-Total		\$22,960.00
Expenses		
Mileage (600 miles @ \$0.50/mile)		\$300.00
Expenses Sub-Total		\$300.00
Project Grand Total		\$23,260.00

Attachment: SKMBT_28317041813530.pdf (2074 : Ellis Road Improvements)

PICKERING FIRM, INC.



April 11, 2017

Mr. Rick McClanahan
City Engineer
6382 Stage Road
Bartlett, TN 38134

Dear Rick,

Regarding the Ellis Road project, we will agree to pay \$47,299.00 for the additional paving and the curb, gutter and sidewalk along the north side of Ellis Road adjacent to our property.

We will pay 50% of our share of the costs when the contract between the City and the contractor is approved by the Mayor and Board of Alderman. The remaining 50% will be paid when the work is accepted by the City.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to be 'SC', is written over the word 'Sincerely,'.

Sean Carlson

Attachment: SKMBT_28317041815540.pdf (2074 : Ellis Road Improvements)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 04/25/17 07:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Additional 2017 softball tournament request.

April 29

APPLING COMPLEX

OPEN Softball Tournament-Softball

Bo Morton

Memphis, TN 38108

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: David Parsons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/25/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

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

Department	Year	Make/Model	Color	Vehicle ID#
Public Works	2007	Ford F150 XLT	White	1FTRX12W17KD41044
Public Works	1987	Volvo L50	Yellow	33712-60102
Public Works	2005	Ford F150	White	1FTRX12W25FB64719
Public Works	1994	Ford F700	White	1FDPK74C7RVA21025
Public Works	1992	Ford F700	White	1FDPK74P4NVA06317
Public Works	2000	International Labrie 4900	White	1HTSDAAR51H377610
Public Works	2002	Ford F350	White	1FDWW36FX2EA69639
Engineering	1998	Ford Explorer	White	1FMZU32X0WZC12422
Police	2007	HP 4700dh Color Laser Jet Printer		JP4LD03534

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

Thank you for your consideration of the above item.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: David Parsons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 04/25/17 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for March 2017.

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

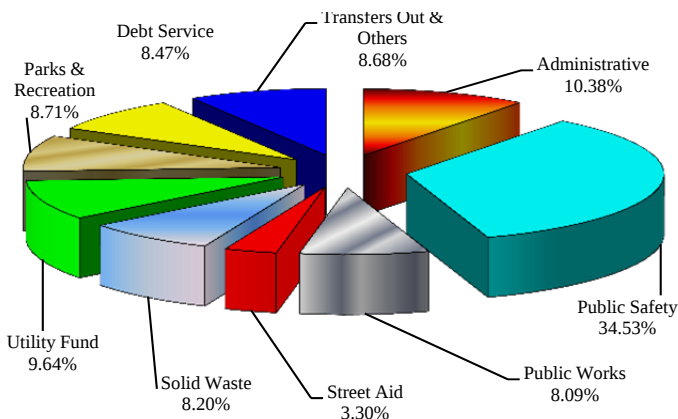


City of Bartlett

FINANCIAL REPORT

March 31, 2017

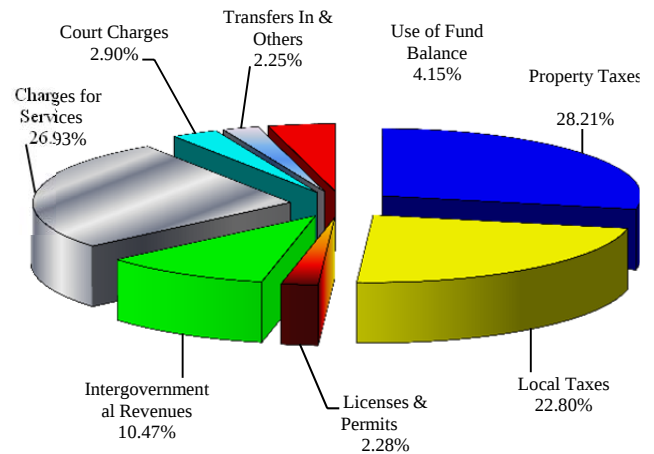
Total Expenditures, FY 2017 Budget: \$72,630,170



BUDGET HIGHLIGHTS

- Building & Development Fees are more than budget. Local Sales Tax & Court Charges are below budget. Other revenues are within budget.
- Property taxes are due February 28 and delinquent March 1.
- Fiscal Year 2018 budget requests are being reviewed by the Mayor and CAO.

Total Revenues, FY 2017 Budget: \$72,630,170



FY 2017 YEAR-TO-DATE For The Period Ending March 31, 2017

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,139,615	\$ 4,691,760
Public Safety	24,640,729	18,549,745
Public Works	5,760,665	4,197,005
Parks and Recreation	5,634,400	3,873,263
Performing Arts	601,966	434,920
Transfers & Other Gen. Fund Items	3,855,646	3,929,759
Subtotal	\$ 47,633,021	\$ 35,676,452
General Fund Revenues		
Property Taxes	\$ 20,492,302	\$ 19,827,747
Local Taxes	13,222,946	7,825,685
Building and Development Fees	1,657,700	1,235,603
Intergovernmental	6,027,000	3,215,813
Charges for Services	3,985,384	2,761,808
Court Charges	180,000	125,407
Other Revenue	437,689	304,035
Subtotal	\$ 47,633,021	\$ 36,424,707
Special Rev. Funds -Expenditures	\$ 9,855,446	\$ 11,481,008
Special Rev. Funds -Revenues	\$ 9,855,446	\$ 10,614,920
Utility Expenses	\$ 10,606,000	\$ 8,268,447
Utility Revenues	\$ 10,606,000	\$ 6,394,221
Debt Service Expenditures	\$ 4,535,703	\$ 4,384,034
Debt Service Revenues	\$ 4,535,703	\$ 2,886,822
Total Expenditures	\$ 72,630,170	\$ 59,809,941
Total Revenues	\$ 72,630,170	\$ 56,320,670

Note: FY 2017 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and Debt Service Fund.

Attachment: Mar17FinRprt (2071 : Treasurer's Report for March 2017)



City of Bartlett -- Financial Summary For The Period Ending March 31, 2017



	FY 2016 Actual	FY 2017 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2016	Year-to-Date Actual FY 2017	Increase/ Decrease in \$	Percent of FY 2016 Actual	Percent of FY 2017 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,495,877	\$ 7,139,615	\$ 643,738	\$ 4,612,630	\$ 4,691,760	\$ 79,130	71.01%	65.71%	-5.29%
Public Safety	23,004,852	24,640,729	1,635,877	17,562,406	18,549,745	987,339	76.34%	75.28%	-1.06%
Public Works	5,393,002	5,760,665	367,663	3,916,004	4,197,005	281,000	72.61%	72.86%	0.24%
Parks and Recreation	5,247,535	5,599,118	351,583	3,877,798	3,873,263	(4,535)	73.90%	69.18%	-4.72%
Performing Arts	561,925	637,248	75,323	440,441	434,920	(5,521)	78.38%	68.25%	-10.13%
Transfers & Other Gen. Fund Items	5,409,674	3,855,646	(1,554,028)	3,991,790	3,929,759	(62,031)	73.79%	101.92%	28.13%
Total General Fund Expenditures	\$ 46,112,864	\$ 47,633,021	\$ 1,520,157	\$ 34,401,069	\$ 35,676,452	\$ 1,275,383	74.60%	74.90%	0.30%
General Fund Revenues									
Property Taxes	\$ 20,086,325	\$ 20,492,302	\$ 405,977	\$ 19,647,154	\$ 19,827,747	\$ 180,593	97.81%	96.76%	-1.06%
Local Taxes	12,924,927	13,222,946	298,019	7,624,171	7,825,685	201,514	58.99%	59.18%	0.19%
Building and Development Fees	1,681,585	1,657,700	(23,885)	1,041,917	1,235,603	193,686	61.96%	74.54%	12.58%
Intergovernmental	5,862,933	6,027,000	164,068	3,116,410	3,215,813	99,403	53.15%	53.36%	0.20%
Charges for Services	3,854,134	3,985,384	131,250	2,660,203	2,761,808	101,605	69.02%	69.30%	0.28%
Court Charges	1,452,213	1,810,000	357,787	1,068,745	1,254,017	185,272	73.59%	69.28%	-4.31%
Other Revenue	453,379	437,689	(15,690)	329,444	304,035	(25,409)	72.66%	69.46%	-3.20%
Total General Fund Revenues	\$ 46,315,496	\$ 47,633,021	\$ 1,317,525	\$ 35,488,043	\$ 36,424,707	\$ 936,664	76.62%	76.47%	-0.15%
Special Revenue Funds									
Street Aid Fund	\$ 2,208,900	\$ 2,395,000	\$ 186,100	\$ 1,610,096	\$ 1,679,466	\$ 69,370	72.89%	70.12%	-2.77%
Solid Waste Fund	6,214,573	6,157,049	(57,524)	4,543,378	4,391,607	(151,771)	73.11%	71.33%	-1.78%
General Improvement Fund	662,366	662,500	134	565,777	723,412	157,635	85.42%	109.19%	23.78%
Drug Enforcement Fund	268,214	334,400	66,186	198,340	143,798	(54,543)	73.95%	43.00%	-30.95%
DEA Enforcement Fund	213,598	100,500	(113,098)	178,030	1,517	(176,514)	83.35%	1.51%	-81.84%
Drainage Control Fund	95,245	115,711	20,466	71,540	73,551	2,010	75.11%	63.56%	-11.55%
Park Improvement Fund	0	90,286	90,286	0	0	0	0.00%	0.00%	0.00%
Grant Funds	3,382,687	0	(3,382,687)	1,386,314	4,467,658	3,081,343	40.98%	0.00%	-40.98%
Special Revenue Funds - Expenditures	\$ 13,045,583	\$ 9,855,446	\$ (3,190,137)	\$ 8,553,477	\$ 11,481,008	\$ 2,927,531	65.57%	116.49%	50.93%
Special Revenue Funds - Revenues	\$ 12,093,363	\$ 9,855,446	\$ (2,237,917)	\$ 7,648,271	\$ 10,614,920	\$ 2,966,649	63.24%	107.71%	44.46%
Utility Fund									
Total Utility Operations	\$ 6,355,674	\$ 8,989,401	\$ 2,633,727	\$ 4,411,616	\$ 6,754,678	\$ 2,343,061	69.41%	75.14%	5.73%
Total Utility Debt Expenses	1,675,471	1,616,599	(58,872)	1,597,434	1,513,769	(83,665)	95.34%	93.64%	-1.70%
Total Utility Expenses	\$ 8,031,145	\$ 10,606,000	\$ 2,574,855	\$ 6,009,051	\$ 8,268,447	\$ 2,259,396	74.82%	77.96%	3.14%
Total Utility Revenues	\$ 8,789,603	\$ 10,606,000	\$ 1,816,397	\$ 6,263,237	\$ 6,394,221	\$ 130,984	71.26%	60.29%	-10.97%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,202,697	\$ 4,535,703	\$ 333,006	\$ 4,089,071	\$ 4,384,034	\$ 294,964	97.30%	96.66%	-0.64%
Total Debt Service Revenues	\$ 4,104,772	\$ 4,535,703	\$ 430,931	\$ 2,760,599	\$ 2,886,822	\$ 126,223	67.25%	63.65%	-3.61%
Total Expenditures	\$ 71,392,289	\$ 72,630,170	\$ 1,237,881	\$ 53,052,668	\$ 59,809,941	\$ 6,757,274	74.31%	82.35%	8.04%
Total Revenues	\$ 71,303,234	\$ 72,630,170	\$ 1,326,936	\$ 52,160,151	\$ 56,320,670	\$ 4,160,519	73.15%	77.54%	4.39%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/25/17 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for W. J. Freeman Park road and parking improvements.

On March 9, 2017, an ad was placed in *The Daily News*. On March 30, 2017, the City of Bartlett received seven bids, which were opened at City Hall.

	Bid	Alternate One-site Lighting bid
Acuff Enterprise	\$840,000	\$300,000
Barnes & Brower	\$879,799	\$233,974
B&C Construction	\$970,824	\$285,836
Encor	\$915,000	\$319,000
Ferrell Paving	\$757,600	\$307,800
Vu Con	\$1,013,500	\$313,500
Wagner General	\$921,000	\$226,400

We recommend the bid be awarded to Ferrell Paving for a price of \$757,600, plus the alternate bid of \$307,800, for a total bid of \$1,065,400.

Funds are available in Account 311.48311.780.51401.

Thank you for your consideration.

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

BID TABULATION SHEET

FY2017-02-035-W. J. FREEMAN PARK--PHASE 1

DUE 03/30/2017 AT 2:00 P.M.

COMPANY/BIDDER	ITEM A--BASE BID	ITEM B--MLG&W ALLOWANCE	ITEM C-- UNDERCUTTING / SOIL PROCESSING ALLOWANCE	SOIL PROCESSING & UNDERCUTTING \$ PER CUBIC YARD	TOTAL BASE BID-- ITEMS A, B, AND C	ALTERNATE BID ONE--SITE LIGHTING	BID BOND (CHECK IF PROVIDED)	ACKNOWLEDGE ADDENDUM 1	ACKNOWLEDGE ADDENDUM 2
Acuff Enterprise (Scott Contractors)	800,000.00	\$25,000.00	\$15,000.00	17.50/25.00	840,000.00	300,000.00	✓	✓	✓
Barnes & Brower	839,799.00	\$25,000.00	\$15,000.00	35.00/28.00	879,799.00	233,974.00	✓	✓	✓
B&C Construction	930,824.00	\$25,000.00	\$15,000.00	25.00/15.00	970,824.00	285,836.00	✓	✓	✓
Chancellor Brothers	N/B			N/B	N/B	N/B			
Enscor	875,000.00	\$25,000.00	\$15,000.00	5.60/6.00	915,000.00	319,000.00	✓	✓	✓
Ferrell Paving	757,600.00	\$25,000.00	\$15,000.00	12.50/16.00	797,600.00	307,800.00	✓	✓	✓
Nickson General Contr.	N/B			N/B	N/B	N/B			
Pro Site	N/B			N/B	N/B	N/B			
Rose Construction	N/B			N/B	N/B	N/B			
Vu Con	973,500.00	\$25,000.00	\$15,000.00	15.00/20.00	1,013,500.00	313,500.00	✓	✓	✓
Wagner General Contr.	881,000.00	\$25,000.00	\$15,000.00	25.00/18.00	921,000.00	226,400.00	✓		

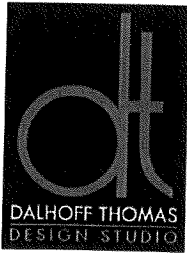
Dalhoff Thomas design/studio has reviewed the bids received on March 30, 2017 and find this tabulation of bids to be true and accurate.


 3-31-2017

Date

Dean Thomas

Dalhoff Thomas design/studio



6465 North Quail Hollow Road | Suite 401
 Memphis, Tennessee 38120
 901.646.5070

720 North Lamar Blvd | Suite A
 Oxford, Mississippi 38655
 662.550.4454

dt-designstudio.com
 info@dt-designstudio.com

March 31, 2017

Mrs. Shan Criswell
 Director of Parks and Recreation
 5868 Stage Road
 Bartlett, TN 38134

**RE: W. J. FREEMAN PARK
 PHASE ONE IMPROVEMENTS**

Dear Mrs. Criswell:

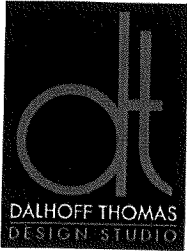
Dalhoff Thomas design/studio has reviewed the bids received on March 30, 2017 for the Phase One Improvements at W. J. Freeman Park. We received seven competitive bids with a low bid of \$757,600.00 from Ferrell Paving, Inc. We have worked with Ferrell Paving for years and they are qualified to construct the proposed improvements. We recommend that the city accept the base bid from Ferrell Paving, Inc. in the amount of \$757,600.00. We also recommend that the city accept the add alternate for the park road lighting in the amount of \$307,800 if possible. We find this amount to be a fair price for the scope of work to be performed. The total contract award would be \$1,065,400.00.

If you have any questions, please let me know.

Sincerely,
 DALHOFF THOMAS Design

Dean Thomas, PLA, CLARB
 Principal

Attachment: Freeman Award Letter - Dalhoff Thomas (2072 : W. J. Freeman Park - Phase 1)



6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Blvd | Suite A
Oxford, Mississippi 38655
662.550.4454

dt-designstudio.com
info@dt-designstudio.com

April 6, 2017

Mrs. Shan Criswell
5868 Stage Road
Bartlett, TN 38134

**RE: PROFESSIONAL SERVICE AGREEMENT FOR
CONSTRUCTION ADMINISTRATION
FREEMAN PARK PHASE 1 – PARK ROAD & PARKING LOT IMPROVEMENTS**

Dear Mrs. Criswell:

We appreciate the opportunity to submit this proposal to provide the following professional design services for Freeman Park. Dalhoff Thomas *design/studio* and our design team will provide the design services needed to complete the required tasks of this project.

The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. It's our understanding that the improvements will include a new park road, a box culvert, park road lighting and small parking areas.

Construction Administration Services are lump sum based on the scope of services indicated. This proposal includes expenses incurred directly in connection with the project such as in-house printing, mileage, and delivery services.

SERVICES INCLUDED

I. Construction Administration

- A. Evaluation of Shop Drawings
- B. Evaluation of Submittals
- C. Review of Change Orders and Field Orders (if needed)
- D. Substantial Completion Inspection and Preparation of Final Punch List
- E. Final Inspection to ensure all items have been complete
- F. Attend monthly project progress meetings to review contractor payment request
- G. Observation of the Construction Improvements as follows:
 - 1. Based upon a total construction period time frame of 4 months maximum, and would run concurrently.

Mrs. Shan Criswell
 April 06, 2017
 Page 2

2. Dalhoff Thomas Design or our representative will conduct on-site observations while construction is in process as follows:
 - a. Pickering Engineering will conduct 2 inspections during construction and 1 final inspection at the completion of the project. Their inspections during construction will be focused on the Box Culvert
 - b. DePouw Engineering will conduct 1 inspections during construction and 1 final inspection at the completion of the project. Their inspection during construction will be focused on the Electrical and Lighting improvements.
 - c. Dalhoff Thomas Design will conduct 8 inspections during construction which includes the 4 monthly progress inspections and 1 final inspection at the completion of the project. Our inspection during construction will be focused on all aspects of the project.

Fee for these services.....\$9,700.00

It is recognized that you may request additional work and if so desired, additional cost can be mutually agreed upon at the time requested. The hourly rates for this project shall be as follows:

Principal Landscape Architect.....\$170/hr
 Landscape Architect I.....\$110/hr
 Principal Electrical Engineer\$150/hr
 Electrical Designer\$110/hr
 Senior Civil Engineer\$170/hr
 Project Civil Engineer.....\$135/hr

Note: Hourly rates are subject to change with 30 days prior notice.

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due within 30 days from the date of the invoice.

In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Venue for enforcement of this Agreement shall be in Shelby County, Tennessee.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Dalhoff Thomas *design/studio* will be paid for all services rendered to the date of termination and all reimbursable expenses.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and surveying services to the Owner, all construction contractors, and subcontractors on the project, due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

Mrs. Shan Criswell
 April 06, 2017
 Page 3

The parties hereto agree that Dalhoff Thomas *design/studio* will be held harmless from any claims existing and future that may come from the use of any Boundary and Topographic Survey furnished to Dalhoff Thomas *design/studio* by the Owner or others.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement in the space provided and returning it to Dalhoff Thomas *design/studio*.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,
 DALHOFF THOMAS Design



Dean Thomas, PLA, CLARB
 Principal

Notice to Proceed:



Mrs. Shan Criswell

4/18/17
 Date

Attachment: Freeman -Construction Administration - Dalhoff Thomas (2072 : W. J. Freeman Park - Phase 1)



April 11, 2017

W. J. Freeman Park (Geotechnology Performing All Testing)**P028035.02****SUMMARY OF ESTIMATED FEES - CONSTRUCTION SERVICES**

Task No.	Description	Unit	Unit Rate (\$)	Estimated Units	Estimated Fee (\$)
7110	Field and Laboratory Concrete Testing				
	Field Representative I	Hourly	\$47.00	30	\$1,410.00
	Cylinder Pick-up	Hourly	\$47.00	15	\$705.00
	Trip Charges	Each	\$40.10	20	\$802.00
	Compression Tests of Concrete Cylinders	Each	\$16.50	40	\$660.00
7310	Compaction Observation and Testing				
	Field Representative I	Hourly	\$47.00	80	\$3,760.00
	Field Engineer Site Visits/Meetings	Hourly	\$85.00	4	\$340.00
	Trip Charges	Each	\$40.10	12	\$481.20
	Nuclear Gauge	Daily	\$30.00	10	\$300.00
	Standard Proctor (Soil)	Each	\$175.00	3	\$525.00
	Standard Proctor (Soil Cement)	Each	\$275.00	1	\$275.00
	Atterberg Limits	Each	\$55.00	3	\$165.00
9900	Project Management and Administration				
	Senior Project Manager/Special Inspections	Hourly	\$150.00	2	\$300.00
	Project Administrator	Hourly	\$55.00	5	\$275.00
Estimated Total Fee *					\$9,998.20

Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, and for each hour worked on weekends and holidays. Time and mileage charges are portal to portal with a 2 hour minimum. A differential of 20% will be applied to all night shifts that begin at/after 7 p.m. and end at/before 5 a.m. A minimum of 8 hours per shift will be charged per employee for all night shift work.

* Since we do not have control over the progress of construction, the actual fees may vary.

Attachment: Freeman Geological Testing (2072 : W. J. Freeman Park - Phase 1)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2069)

Meeting: 04/25/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2069

Resolution 12-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund.

WHEREAS, the Bartlett Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund Budget and other School Special Revenue Fund budgets, as amended; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its FY2017 Education Capital Projects Fund Budget approved on March 30, 2017 which is labeled "Exhibit A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the March 30, 2017, amendments to the FY2017 Education Capital Projects Fund Budget of the Bartlett City Board of Education is approved, as detailed in the attached document labeled "Exhibit A".

Adopted this day of April 25, 2017

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Finance Director Dick Phebus explained that this is a budget amendment from the Bartlett City Schools to allocate funds to purchase the Bartlett Square property.

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

EXHIBIT "A"



RESOLUTION 4-13

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2016-2017 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget as recognized by an increase in nonrecurring other local revenues.

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

Section 1. That the Education Capital Projects Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2016-17 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$15,304,478.51
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General Purpose Fund Balance is amended in the following category:

141-34555-00000-000-0000-0000 Fund Balance is amended from	(\$1,373,000)
\$15,304,478.51 to \$13,931,478.51	

Amended General Purpose Fund Budget Fund Balance	\$13,931,478.51
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2016-17 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$1,022,506.50
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Revenues are amended in the following categories:

177-44990-000-0000-0000-5077 Nonrecurring Other Local Revenues – Bartlett Square is amended from \$0 to \$1,373,000	\$1,373,000
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Amended Education Capital Project Fund Budget Revenues	\$2,395,506.50
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2016-17 EDUCATIONAL CAPITAL PROJECT FUND BUDGET EXPENDITURES **\$1,022,506.50**

Expenditures are amended in the following categories:

177-91300-70600-000-0000-5077 Building Construction – Bartlett Square is
amended from \$0 to \$1,373,000 **\$1,373,000**

Amended 2016-17 Education Capital Project Fund Budget Expenditures **\$2,395,506.50**

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective March 30, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of March, 2017.

Jeff Norris, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2070)

Meeting: 04/25/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2070

Resolution 13-17, a resolution to amend the Fiscal Year 2017 General Purpose School Fund and School Education Capital Project Fund.

WHEREAS, the Bartlett Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund Budget and other School Special Revenue Fund Budgets, as amended; and

WHEREAS, the Bartlett City Board of Education has approved budget amendments to its FY2017 General Purpose School Fund Budget and Education Capital Projects Fund Budget, being approved on January 26, 2017 and February 23, 2017 respectively, and labeled Exhibit "B" and Exhibit "C" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the January 26, 2017 and February 23, 2017 amendments to the FY2017 General Purpose School Fund and Education Capital Projects Fund Budgets of the Bartlett City Board of Education are approved, as detailed in the attached documents labeled Exhibit "B" and Exhibit "C".

Adopted this day of April 25, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus explained that this resolution contains two budget amendments from Bartlett City Schools; one will allocate \$26,000 to build a fence around the soccer park, and one will appropriate funds for some scholarships.

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

EXHIBIT "B"



RESOLUTION 4-10

A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR ANNUAL GENERAL PURPOSE FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the General Purpose Fund Budget change the total amount of the budget, as recognized by an increase in General Fund Budget Revenues and Expenditures.

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

Section 1. That the annual General Purpose Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2016-17 GENERAL PURPOSE FUND BUDGET REVENUES **\$74,829,349**

Revenues are amended in the following categories:

141-44570-00000-000-0000-0000 Misc. Revenue Contributions & Gifts is
amended from \$0 to \$54,166.33 **\$54,166.33**

Amended General Purpose Fund Budget Revenues: **\$74,883,515.33**

2015-16 EDUCATION GENERAL PURPOSE FUND BUDGET EXPENDITURES **\$74,829,349**

Expenditures are amended in the following categories:

141-72320-34400-210-1000-0000 Director of Schools – Payments to Schools –
Other is amended from \$0 to \$54,166.33 **\$54,166.33**

Amended General Purpose Fund Budget Expenditures: **\$74,883,515.33**

Page 1

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective January 26, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of January, 2017.

Jeff Norris, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

EXHIBIT "C"

**RESOLUTION 4-12**

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2016-2017 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget as recognized by an increase in nonrecurring other local revenues.

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

Section 1. That the Education Capital Projects Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2016-17 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$15,330,478.51
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General Purpose Fund Balance is amended in the following category:

141-34555-00000-000-0000-0000 Fund Balance is amended from	(\$26,000)
\$15,330,478.51 to \$15,304,478.51	

Amended General Purpose Fund Budget Fund Balance	\$15,304,478.51
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2016-17 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$996,506.50
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Revenues are amended in the following categories:

177-44990-000-0000-0000-5067 Nonrecurring Other Local Revenues –	
Soccer Field Fence is amended from \$0 to \$26,000	\$26,000

Amended Education Capital Project Fund Budget Revenues	\$1,022,506.50
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Page 1

2016-17 EDUCATIONAL CAPITAL PROJECT FUND BUDGET EXPENDITURES **\$996,506.50**
Expenditures are amended in the following categories:

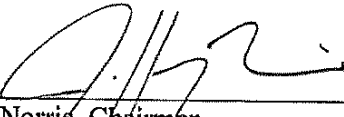
177-91300-39900-000-0000-5067 Other Contracted Services – Soccer Field
Fence is amended from \$0 to \$26,000 **\$26,000**

Amended 2016-17 Education Capital Project Fund Budget Expenditures **\$1,022,506.50**

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective February 23, 2017 from and after its adoption by the Bartlett City Board of Education.

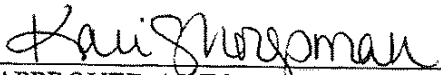
Adopted this 23 day of February, 2017.



Jeff Norris, Chairman
Bartlett City Board of Education



Dr. David A. Stephens, Superintendent
Bartlett City Board of Education



APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2075)

Meeting: 04/25/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2075

Resolution 14-17, a resolution to amend the FY17 Capital Improvement Program Budget to provide additional funding for Ellis Road Hill Removal.

WHEREAS, the Board of Mayor and Aldermen did adopt a Capital Improvements Program budget for Fiscal Year 2016 on June 9, 2015 and again for the Fiscal Year 2017 on June 16, 2016 which included appropriations for the Ellis Road Hill Removal Project; and

WHEREAS, the Ellis Road Hill Removal Project requires additional appropriations to cover expected costs of the project; and

WHEREAS, after discussions with engineering staff, the Board of Mayor and Aldermen have determined that the additional expense should be funded through developer fees;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY2017 Capital Improvements Program Budget is amended to appropriate an additional \$50,000 for the Ellis Road Hill Removal Project as follows:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
311.48311.780.452	\$50,000	
311.48311.37754.452		\$50,000

Adopted this day of April 25, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus explained that this resolution appropriates an additional \$50,000 for the removal of the sharp hill on Ellis Road near New Brunswick Road.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2067)

Meeting: 04/25/17 07:00 PM
Department: Engineering
Category: Agreement
Prepared By: Becky Bailey
Initiator: Rick McClanahan
Sponsors:
DOC ID: 2067

Resolution 15-17, a resolution to authorize the Mayor to enter into an agreement between the State of Tennessee Department of Transportation and the City of Bartlett for the design of an Americans with Disabilities Act Transition Plan.

WHEREAS, the City of Bartlett has received notice from the Tennessee Department of Transportation of intent to enter into an agreement between the Department and the City for the purpose of design of a Transition Plan to make all City Facilities and Rights-of-Way Americans with Disabilities (ADA) accessible.

WHEREAS, the City of Bartlett desires to complete the ADA Transition Plan and therefore agrees to enter into said agreement; and

WHEREAS, the estimated total project cost is \$150,000 with the City of Bartlett's 20 percent local match estimated to be \$30,000;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett agrees to enter into this agreement with the Tennessee Department of Transportation and requests the Mayor to take necessary steps to secure this funding.

Adopted this day of April 25, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Director of Engineering Rick McClanahan explained that the Tennessee Department of Transportation requires the Board approve this resolution authorizing the Mayor to enter into an agreement for the design of the Americans with Disabilities Act Transition Plan. The Department requires this agreement to secure future funds, which should cover 80 percent of the plan. Mr. McClanahan stated that necessary projects will be assessed and then a dollar amount calculated, then a timeline for completion set.

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

Agreement Number: 170053

Project Identification Number: 125622.00

Federal Project Number: TAP-M-9419(10)

**State Project Number: 79LPLM-F0-557
79LPLM-F1-558**

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF BARTLETT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

ADA Transition Plan: Planning and activities in support of a comprehensive ADA self-evaluation and transition plan. Project will include an assessment of the city's existing facilities, including all public buildings, facilities and rights-of-way to inventory needs for ADA compliance. When complete the document will include all recommendations, appropriate public notices, grievance procedures, schedules for improvements, budgets, monitoring plans and estimates.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	N/A	N/A
Utility Coordination by:	N/A	N/A
Construction by:	N/A	N/A

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **July 1, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
- 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF BARTLETT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
A. Keith McDonald **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Ed McKenney, Jr. **Date** **John Reinbold** **Date**
Attorney **General Counsel**

Attachment: Original Contract (2067 : Resolution 15-17 ADA Transition Plan)

EXHIBIT "A"

AGREEMENT #: 170053

PROJECT IDENTIFICATION #: 125622.00

FEDERAL PROJECT #: TAP-M-9419(10)

STATE PROJECT #: 79LPLM-F0-557
79LPLM-F1-558

PROJECT DESCRIPTION: ADA Transition Plan: Planning and activities in support of a comprehensive ADA self-evaluation and transition plan. Project will include an assessment of the city's existing facilities, including all public buildings, facilities and rights-of-way to inventory needs for ADA compliance. When complete the document will include all recommendations, appropriate public notices, grievance procedures, schedules for improvements, budgets, monitoring plans and estimates.

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Study

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	M-TAP (M301)	80	0	20	\$2,000.00
PE-DESIGN	M-TAP (M301)	80	0	20	148,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Attachment: Original Contract (2067 : Resolution 15-17 ADA Transition Plan)