



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, APRIL 14, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

BPACC Advisory Board, April 21 at 6 p.m.

Bartlett Arts Council, April 21 at 6:30 p.m.

Design Review Commission, April 21 at 6:30 p.m.

Historic Preservation Commission, April 27 at 7 p.m.

RECOGNITIONS

Proclamation for Building Safety Month

Mayor McDonald presented Jim Brown, Director of Code Enforcement, with a Proclamation naming May as Building Safety Month.

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

MINUTES ACCEPTANCE

Minutes of the March 24, 2015 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Site Plan Contract for Beruk Properties. (Wade Towles, Assistant Director of Engineering)**
The developer, Beruk Properties, will pay \$7,470.27 in City fees. The bond is set for \$20,647.50.
- 2 Site Plan Contract for AAA Automotive, LLC Lot 2. (Wade Towles, Assistant Director of Engineering)**
The developer, AAA Automotive, will pay \$6,130.50 in City fees. The bond is set at \$50,600.00.
- 3 Software installation for Water Plant. (Rick McClanahan, Director of Engineering)**
Request approval for GW & Associates Engineers to install Wonderware software at a total cost of \$12,125.00. Funds are available in Account 510.51200.945.
- 4 Purchase software upgrade for water and sewer plant control. (Rick McClanahan, Director of Engineering)**
Request approval to purchase software upgrade from InSource Solutions at a total cost of \$36,375.00. InSource Solutions is a sole source provider. Funds are available in Accounts 510.51200.945 and 510.51400.945.
- 5 Bid for Countdown Pedestrian Signal Installation Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from McCrory Electric Company in the amount of \$58,944.00, plus a contingency amount of \$4,000.00 for a total cost of \$62,944.00. Funds are available in Account 121.48121.979.
- 6 Bid for three mid-mount, zero turn radius mowers. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest bid from Bartlett Small Engines at a total price of \$30,397.00. Funds are available in Account 311.48311.785.50715 .
- 7 Bid for body armor entry vests. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Accurate Law Enforcement at a cost of \$2014.70 each for 17 vests. The total cost will be \$34,249.90. Funds are available in Account 124.48124.340.

- 8 Bid for two police motorcycles. (Gary Rikard, Chief of Police)**
Recommend accepting the lower bid from Performance Plus at a cost of \$24,650.22 each, and a total cost of \$49,300.44. Funds are available in Account 311.48311.785.20315.
- 9 Artist contract for 2015-2016 BPACC Season. (Ron Jewell, Director of BPACC)**
Request approval of contract with Time Jumpers, LLC in the amount of \$25,000. Funds are available in Account 110.45400.123.
- 10 Planning Commission Report for April 2015. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Site plan for AAA Collision Center was approved with conditions.
Item 2 - Site plan for Bartlett Small Engines was approved with conditions.
Item 3 - Amendment for Hampton Grove Planned Development was recommended for approval with conditions.
Item 4 - Site plan for Gus's Fried Chicken was approved with conditions.

NEW BUSINESS

- 1 Set a public hearing for May 12, 2015 for Resolution 07-15, a Resolution Approving Amendments to the Planned Development for Hampton Grove P.D. (Terry Emerick, Director of Planning and Economic Development)**

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

- 2 Resolution 08-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$66,600 for peace officer supplement pay for police department personnel. (Dick Phebus, Director of Finance)**

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

3 Resolution 09-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$51,600 for education incentive pay for fire department personnel. (Dick Phebus, Director of Finance)

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

4 Resolution 10-15, a resolution to adopt the regional green space plan in Greenprint 2015/2040, also known as the Mid-South Regional Greenprint and Sustainability Plan, a tristate planning initiative funded by a grant award from the U.S. Department of Housing and Urban Development. (Mark Brown, Chief Administrative Officer)

Mayor McDonald explained that Shelby County Mayor Mark Luttrell and the Greater Memphis Chamber of Commerce asked all regional cities to consider passing this resolution.

He noted that the Greenprint and its appendices contain social engineering, and are not focused on market-driven strategies like Bartlett's administration.

Mayor McDonald said the original intent of the plan was to connect the region's greenways, of which he is in favor.

Vice Mayor Young asked if the Board rejects this resolution, will that prevent tying the City's greenways with the rest of the region. Mayor McDonald said it would not.

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

OPEN DISCUSSION

Alderman Elliott announced that the Bartlett City Beautiful Commission's plant sale will be April 24 through April 26 in front of Holliday Florist.

Alderman Simmons announced that Daybreak's annual yard sale will be held April 18.

City Engineer Rick McClanahan said Bartlett Road will close May 4 for work on the bridge. The project is scheduled to be complete by November. A temporary road will be available during this time.

Alderman Elliott asked about the traffic light project at Memphis-Arlington and Altruria. Mr. McClanahan said that his department has been negotiating with the adjacent property owners for easements, and the last one, Wal-mart, signed yesterday. The project should begin construction this summer.

Mayor McDonald said the restrooms at W.J. Freeman Park are under construction and should be complete within 90 days. Portables are in place in the duration.

ADJOURNMENT

Meeting adjourned at 7:19 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MARCH 24, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Alderman Bobby Simmons

FUTURE MEETINGS

Bartlett Station Commission, April 1 at 7:30 a.m.

City Beautiful Commission, April 2 at 7 p.m.

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

Planning Commission, April 6 at 7 p.m.

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

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

RECOGNITIONS

2014 Employees of the Year

Director of Personnel Peter Voss and Mayor McDonald presented the 2014 Employees of the Year with their awards.

Police - Nathaniel Bell

Fire - Ray Videtto

Public Works - James Edwards, Jr.

Parks and Rec - Deborah Dedrick

Admin - Lisa Ernest (Finance)

Historic Preservation Commission presentation to Robert Dye

Keith Whaley presented Robert Dye with a plaque for this significant contribution to recording Bartlett's history.

Proclamation for National Autism Awareness Month

Mayor McDonald proclaimed as April as National Autism Awareness Month.

Minutes Acceptance: Minutes of Mar 24, 2015 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the February 24, 2015 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Ellendale Baptist Church Easter Egg Hunt. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 4 from 10 a.m. to 2 p.m. on the church campus.
- 2 Special event permit for Oak Elementary 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, May 15 from 4 to 10 p.m. beginning and ending at the school campus.
- 3 Special event permit for Oak Forest Neighborhood Yard Sale. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 18 from 7 a.m. to 3 p.m. in Oak Forest Subdivision.
- 4 Special event permit for Farmers Market. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturdays from May 2 to September 19 from 8 a.m. to 12 p.m. at W. J. Freeman Park.
- 5 Special event permit for Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The event will be held on April 10 and 24, May 8 and 22, and June 5 and 19 from 8 to 10:30 p.m. at W. J. Freeman Par). Vendors will set up at 7 p.m.

Minutes Acceptance: Minutes of Mar 24, 2015 7:00 PM (MINUTES ACCEPTANCE)

- 6 Purchase of equipment, labor, and installation for AT&T internet-based phone system. (Dick Phebus, Director of Finance)**
Recommend accepting proposal from AT&T for equipment, labor, post-install customer care on-site, and maintenance for Hosted Voice Service (internet-based phone system) for a total initial cost of \$37,195.15.
- 7 Professional fee proposal for three-year extension of audit contract for the City of Bartlett, including Bartlett Municipal Schools. (Dick Phebus, Director of Finance)**
Recommend accepting the proposed fee schedule for three-year extension to audit financial records of the City of Bartlett, plus Bartlett Municipal Schools from Watkins Uiberall, LLC. Total fees proposed are \$89,200 in FY2016; \$91,850 in FY2017; and \$94,500 in FY2018. The school system will reimburse the City for their portion of the audit as follows: \$19,700 in FY2016; \$20,350 in FY2017; and \$21,000 in FY2018.
- 8 Bid for 2015 Full-size Cargo Van with extended length. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from AutoNation at a cost of \$33,111.00. Funds are available in Account 311.48311.785.30715.
- 9 Bid for rescue equipment. (Terry Wiggins, Fire Chief)**
Recommend accepting the quote from M3 Fire Apparatus at a cost of \$27,050.00. Funds are available in Account 311.48311.785.25115.
- 10 Bids for annual wastewater testing. (Rick McClanahan, Director of Engineering)**
Recommend accepting the sole bid from ETC for a total cost of \$21,126.00. This annual cost will stand until June 30, 2017. An additional two-year period can be extended if agreed on by both parties. Funds are available in Account 510.51400.629.
- 11 Bid for 2015 Cured-in-Place Sanitary and Storm Sewer Project. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Suncoast Infrastructure, Inc. in the amount of \$61,966.00, plus a contingency amount of \$6,339.11 for a total cost of \$68,335.11. Funds are available in Accounts 312.48312.780.81614, 311.48311.780.63608, and 311.48311.780.63610.
- 12 Design contract for Sludge Digester Upgrade Project. (Rick McClanahan, Director of Engineering)**
Recommend approving contract with Barge Waggoner for design of the sludge holding facility mixing upgrade at a cost of \$29,600. Funds are available in Account 312.48312.780.825.

13 Site plan contract for Caring Estates Planned Development. (Wade Towles, Assistant Director of Engineering)

The developer, Caring Estates, LLC, will pay \$33,710.87 in City fees. The bond is set for \$179,896.00.

14 Baseball and Softball Tournament Requests for 2015. (David Thompson, Director of Parks and Recreation)

15 Treasurer's Report for February 2015. (Dick Phebus, Director of Finance)

Budget Expenditures	\$67,246,180
Year-to-date Expenditures	\$43,127,249
Budget Revenues	\$67,246,180
Year-to-date Revenues	\$45,511,233

NEW BUSINESS

1 Appoint members to the Beer Board. (A. McDonald, Mayor)

Meetings shall be held on the first Tuesday of each month at 6 p.m., as needed.

Alderman Simmons encouraged the members to judge each case individually.

City Attorney Ed McKenney clarified that Beer Board appeals with go to Shelby County Chancery Court.

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

2 Resolution 02-15, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

The Shelby County Trustee's Office has written off these nine parcels and asked that the City do the same. The amount is \$728.95.

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

3 Resolution 03-15, a resolution to amend the Fiscal Year 2015 Capital Improvement Fund and Grant Fund Budgets to provide for appropriation of CDBG grant funds. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this grant for \$50,576.24 is for restoration work associated with the April 2011 natural disasters.

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

4 Resolution 04-15, a resolution to amend the Fiscal Year 2015 General Fund Budget to appropriate the remaining balance of required funding for Bartlett Municipal Schools. (Dick Phebus, Director of Finance)

Mr. Phebus explained that the Tennessee Department of Education requires the equivalent of \$0.15 per \$100 of taxable property must be spent by the City on the school system. That amount is currently \$1.6 million, and to meet this maintenance of effort amount the City must pay the remaining balance of \$115,000.

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

5 Resolution 05-15, a resolution to amend the Fiscal Year 2015 Capital Improvement Fund Budget to provide for W. J. Freeman Master Plan Design. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this resolution funds and awards the contract for the master plan design for W. J. Freeman Park.

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

6 Resolution 06-15, a resolution to award the contract for Bartlett Fire Department Training Center and to amend the Fiscal Year 2015 General Capital Improvement Fund Budget to provide additional funding for the project. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this resolution will appropriate an additional \$400,000 for this project, and award the contract to begin construction on the Bartlett Fire Department Training Center.

Alderman Elliott asked if this would fund the entire project or just a portion. Mayor McDonald explained that this will fund the land development, creation of the basin, construction of the foundation, and installation of fire hydrants. The buildings will be funded in a subsequent budget cycle.

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

OPEN DISCUSSION

Bartlett Station Commission member Jason Sykes said Movies in the Park will host six movie nights in W. J. Freeman Park. The first one will be held April 10 with the movie starting at 8 p.m. Food trucks will be onsite starting at 7 p.m.

Sue Griffith-Coleman noted the Bartlett Farmers Market will be on Saturdays starting May 2 and run until September 19 from 8 a.m. to 12 p.m. at W. J. Freeman Park.

Darryl Thompson, 4628 Ellendale Road, requested that the City give his family 2.8 acres of land adjacent to his property for access. Mayor McDonald said he was unaware of this situation, but would investigate.

ADJOURNMENT

Meeting adjourned at 7:37 PM

Minutes Acceptance: Minutes of Mar 24, 2015 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 04/14/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Site Plan Contract for Beruk Properties.

This is the Site Plan Contract for Beruk Properties 5735 Stage Road C Store and Gasoline Sales. Fees are \$7,470.27 and the bond is \$20,647.50.

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

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of November 3, 2014, approved the Site Plan, Grading, and Erosion Control Plans for **Beruk Properties 5735 Stage Road C Store with Gasoline Sales** and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN;

and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Site Plan, Grading, and Erosion Control Plans heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion

Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS:

1. The existing $\frac{3}{4}$ " water meter shall be used for irrigation only.
2. A new 2" water service and 2" water meter is required for the new C Store.
3. The Developer shall obtain a permanent 10' wide water easement from the property owner to the east—INTO THE FUTURE, LLC.
4. No gasoline delivery trucks are to block Stage Road at any time and shall not be allowed to back out into Stage Road.
5. The Developer shall obtain a letter concerning the existing monitoring wells addressing the moving, replacement and maintenance of these monitoring wells and shall provide a copy of this to the City of Bartlett Engineering.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
Beruk Properties 5735 Stage Road C Store with Gasoline Sales**

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

1 Water Plant Expansion (15% of Water Main Costs = \$16,862.50)	\$ <u>2,529.38</u>
2. Water System Engineering and Subdivision Review (6% of Water Main Cost)	\$ <u>1,011.75</u>
3. Water Connection Fee @ \$2,000 per lot (residential) @ \$3,000 per lot (commercial)	\$ <u>3,000.00</u>
4. City Water/Subdivision Inspection @ A. 3% of Development Cost \$619.43 or B. \$300 per lot \$300 (whichever is greater) Development Cost = \$20,647.50	\$ <u>619.43</u>
5. Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 1 = \$175.00 1.5 % x \$20,647.50 = \$309.71	\$ <u>309.71</u>
TOTAL DUE CITY	\$ <u>7,470.27</u>

II. Upon Execution of Subdivision Contract and
Before Construction Begins

TOTAL BOND DUE - III \$ **20,647.50**

Attachment: Beruk Properties 5735 Stage Road Contract (1482 : Site Plan Contract for Beruk Properties)

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

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

CITY OF BARTLETT

DEVELOPER: BERUK PROPERTIES, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Beruk Properties 5735 Stage Road Contract (1482 : Site Plan Contract for Beruk Properties)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 04/14/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Site Plan Contract for AAA Automotive, LLC Lot 2.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of April 6, 2015, approved the Site Plan, Grading, and Erosion Control Plans for AAA Collision Center, LLC., Highway 70 which is located on Lot 2 of the Grace Commercial Subdivision and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Site Plan, Grading, and Erosion Control Plans heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion

Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

XVII

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

AAA Collision Center, LLC. , Highway 70

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

- 1 Water Plant Expansion (15% of
Water Main Costs = \$18,350.00) \$ 2,752.50
2. Water System Engineering and
Subdivision Review (6% of
Water Main Cost) \$ 1,101.00
3. Water Connection Fee (paid under Grace s/d)
@ \$2,000 per lot (residential)
@ \$3,000 per lot (commercial) \$ 0.00
4. City Water/Subdivision Inspection @
A. 3% of Development Cost **\$1,518.00**
or B. \$300 per lot **\$300**
(whichever is greater)
Development Cost = \$50,600.00 \$ 1,518.00
5. Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175.00 x 1 = \$175.00
1.5 % x \$50,600.00 = \$759.00 \$ 759.00

TOTAL DUE CITY \$ 6,130.50

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

TOTAL BOND DUE - III \$ 50,600.00

Attachment: AAA Collision contract (1483 : Site Plan Contract for AAA Automotive, LLC Lot 2, Grace S/D)

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

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

CITY OF BARTLETT

DEVELOPER: AAA COLLISION CENTER, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: AAA Collision contract (1483 : Site Plan Contract for AAA Automotive, LLC Lot 2, Grace S/D)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Software installation for Water Plant.

Attached is the proposal from GW & Associates Engineers to install and program the Wonderware software to work with the water system. GW & Associates provides maintenance on our existing system and is familiar with how our system operates. GW & Associates will convert our existing Wonderware application to the current Wonderware version. This fact makes them especially suited to do this work, as any other engineering firm would have to completely relearn our system. Please authorize \$12,125.00 for GW & Associates to install and customize Wonderware to serve the City of Bartlett Water system. Funding to come from Water System Improvement, Account 510.51200.945.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



Gaines, Williams & Associates, Inc.
Engineers
P.O. Box 38688
Germantown, Tennessee 38183-0688
(901)756-9065
www.gaineswilliams.com

February 5, 2015

Mr. Greg Engstrand
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: SCADA Software Upgrade

Dear Greg,

We appreciate the opportunity to provide this proposal to you for services on the above referenced project. We propose to provide the following professional services:

- Convert existing Wonderware application to current Wonderware Version
- Modify existing screens, combine, streamline screen navigation, tag cleanup as discussed with Greg
- Install software on eight (8) computers
- Testing and Startup

We propose to furnish the above listed professional services for a lump sum fee of Twelve Thousand One Hundred Twenty Five Dollars (\$12,125.00).

We estimate the software costs to be approximately Forty Five Thousand Dollars (\$45,000.00). The estimated software cost includes One (1) 3000 Tag Wonderware development/runtime system, Seven (7) 3000 Tag Wonderware runtime systems. I have reduced the cost of the software in this estimate by reducing the tag count from unlimited tag systems and only including one development system. The system currently has approximately 2600 tags so the 3000 tag system should be sufficient.

We appreciate the opportunity to provide you with this proposal and look forward to working with you.

Sincerely,
GAINES, WILLIAMS & ASSOCIATES, INC.

Robert S. Gaines, P.E.
President



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Purchase software upgrade for water and sewer plant control.

The software necessary to control the water plants and the sewer plant is fast becoming obsolete. A new version of the software must be purchased to replace this control software. The software is provided by a sole source vendor and attached is a letter indicating this requirement. The cost to purchase this software is shown below:

Water Plant Software Upgrade	\$26,975
Wastewater Plant Software Upgrade	\$ 9,400
TOTAL Software costs	\$36,375

Please authorize the purchase of this software upgrade from InSource Solutions for \$36,375 with funding to come from the following accounts

Water System Improvement	\$26,975	Account 510.51200.945
Wastewater System Improvement	\$ 9,400	Account 510.51400.945

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



September 10, 2014

City of Bartlett
Rick McClanahan, P.E.
6382 Stage Road
Bartlett, TN 38134

REF: Representation of Wonderware Operator Interface Products

This letter is to certify that InSource Solutions is the only authorized distributor in the area of industrial operator interface products from Wonderware and the only company authorized by Wonderware to sell and support our products.

As the exclusive distributor of Wonderware operator interface products in Bartlett, Tennessee, InSource Solutions is the only authorized distributor in the area for the City of Bartlett to purchase Wonderware software and support.

Wonderware industrial operator interface products may be procured and supported by contacting InSource Solutions. Please call me or anyone at InSource Solutions whenever we can be of service.

Sincerely,

Eric Talbott
Wonderware Software
Sales Operations Manager
Ph: 949-639-8609

Avantis SimSci Wonderware

Avantis, SimSci and Wonderware products and services are developed and managed by a specialized team, now part of Schneider Electric.

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dfedoux@insourcess.com www.insource.solutions

Monday, March 23, 2015

Gaines Williams & Associates
Robert Gaines
ATTN: ACCOUNTS PAYABLE PO BOX 38688
GERMANTOWN, TN 38183-0688
robert@gaineswilliams.com

Dear Robert,

Thank you for your business. It is an honor and privilege to serve you in 2015.

When you are ready to place your order, you may deliver your purchase order either by e-mail to orderentry@insourcess.com or by fax to 804-378-8970.

Note: when sending purchase orders, please include a copy of your company's tax exempt certificate, if applicable. Failure to include the tax exempt certificate for exempt orders may delay your order.

As always, our InSource team is on standby and is eager to serve you:

1. Client Services: clientservices@insourcess.com
2. PO processing & order status orderentry@insourcess.com
3. Proposals & quotes: salesupport@insourcess.com
4. Or call us at 1-877-467-6872 – any of us would be honored to help you!

InSource wants to be your resource for expertise, assistance, perspective & success achievement this year and beyond.

We recognize that it takes more than great technology. That's why we have solutions that integrate **People, Process, Technology and Disciplined Execution**. Our toolbox is equipped to help you achieve & sustain success in many areas.

Ask me how we can help.

Dik LeDoux
Account Executive
InSource Solutions

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dledoux@insourcess.com www.insource.solutions

Software

Item	Description	Price	Qty	Ext. Price
12-12391	Upgrade, Development Studio 2014R2 Unlimited, Unlim/60K/500 Version Upgrade Serial Number: 526022	\$6,255.00	1	\$6,255.00
12-12404	Upgrade, InTouch 2014R2 Runtime 60K Tag with I/O Version Upgrade Serial Numbers: 502750, 502753, 526023, 526024, 810395, 728157, 728156	\$2,960.00	7	\$20,720.00
Subtotal:				\$26,975.00

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dledoux@insourcess.com www.insource.solutions

Wonderware Version Upgrade

Quote Information:

Quote #: 000729
Version: 1
Delivery Date: 03/23/2015
Expiration Date: 04/22/2015

Prepared for:

Gaines Williams & Associates
Robert Gaines
ATTN: ACCOUNTS PAYABLE PO
BOX 38688
GERMANTOWN, TN 38183-0688
robert@gaineswilliams.com
(901) 756-9065

Account Executive:

InSource Solutions
Dik LeDoux
804.378.8981
dledoux@insourcess.com

Prepared by:

InSource Solutions
Rob Huges
804.419.9113
rhuges@insourcess.com

Quote Summary

Description	Amount
Software	\$26,975.00
Total	\$26,975.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Credit card

Signature _____

Date _____

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dledoux@insourcess.com www.insource.solutions

Friday, February 20, 2015

Gaines Williams & Associates
Robert Gaines
ATTN: ACCOUNTS PAYABLE PO BOX 38688
GERMANTOWN, TN 38183-0688
robert@gaineswilliams.com

Dear Robert,

Thank you for your business. It is an honor and privilege to serve you in 2015.

When you are ready to place your order, you may deliver your purchase order either by e-mail to orderentry@insourcess.com or by fax to 804-378-8970.

Note: when sending purchase orders, please include a copy of your company's tax exempt certificate, if applicable. Failure to include the tax exempt certificate for exempt orders may delay your order.

As always, our InSource team is on standby and is eager to serve you:

1. Client Services: clientservices@insourcess.com
2. PO processing & order status orderentry@insourcess.com
3. Proposals & quotes: salesupport@insourcess.com
4. Or call us at 1-877-467-6872 – any of us would be honored to help you!

InSource wants to be your resource for expertise, assistance, perspective & success achievement this year and beyond.

We recognize that it takes more than great technology. That's why we have solutions that integrate **People, Process, Technology and Disciplined Execution**. Our toolbox is equipped to help you achieve & sustain success in many areas.

Ask me how we can help.

Dik LeDoux
Account Executive
InSource Solutions

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dledoux@insourcess.com www.insource.solutions

Software

Item	Description	Price	Qty	Ext. Price
12-12403	Upgrade, InTouch 2014R2 Runtime 3K Tag with I/O Serial number 411075	\$1,885.00	1	\$1,885.00
12-12390	Upgrade, Development Studio 2014R2 Large 5K/3K/500 Serial number 411076	\$4,725.00	1	\$4,725.00
Subtotal:				\$6,610.00

WIN-911

Item	Description	Price	Qty	Ext. Price
WIN-911/PRO	WIN-911 ALARM SOFTWARE FOR	\$2,495.00	1	\$2,495.00
WIN-911/TAPI/USB	EXTERNAL USB TAPI COMPLIANT	\$295.00	1	\$295.00
Subtotal:				\$2,790.00

Total 9,400

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



804.378.8981 dledoux@insourcess.com www.insource.solutions

City of Bartlett Upgrades

Quote Information:

Quote #: 000386
Version: 1
Delivery Date: 02/20/2015
Expiration Date: 03/22/2015

Prepared for:

Gaines Williams & Associates
Robert Gaines
ATTN: ACCOUNTS PAYABLE PO
BOX 38688
GERMANTOWN, TN 38183-0688
robert@gaineswilliams.com
9017569065

Account Executive:

InSource Solutions
Dik LeDoux
804.378.8981
dledoux@insourcess.com

Prepared by:

InSource Solutions
Greg Stewart
804.419.1342
gstewart@insourcess.com

Quote Summary

Description	Amount
Software	\$6,610.00
WIN-911	\$2,790.00
Total	\$9,400.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Credit card

Signature _____

Date _____

Attachment: SKMBT_28315032513510.pdf (1476 : Water Plant & Sewer Plant Control Software Upgrade)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Countdown Pedestrian Signal Installation Project.

The FY2015-02-023 Countdown Pedestrian Signal Installation Project was advertised in *The Daily News* on March 3, 2015 and was posted on the City of Bartlett web page.

On Thursday, March 19, 2015 we received 3 bids for the construction of the **FY2015-02-023 Countdown Pedestrian Signal Installation Project**. The apparent low bidder, McCrory Electric Company, submitted a Total Base Bid of **\$58,944.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee and they concluded that McCrory Electric Company has submitted the lowest and best bid and recommend the City of Bartlett award this contract to McCrory Electric Company in the **base bid** amount of **\$58,944.00** Plus an additional amount of **\$4,000.00** for items that may need to be added during construction for a total not to exceed **\$62,944.00**. McCrory Electric Company has performed work for the City of Bartlett on other projects. Funding is available in **Account 121.48121.979**.

Bidder	Total Base Bid
McCrory Electric Company	\$58,944.00
Davis H. Elliot Construction Company, Inc.	\$62,213.00
DeSoto County Electric, Inc.	\$81,544.00

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

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

Bid Tabulation
 Countdown Pedestrian Signal Installation Project
 FY2015-02-023
 Thursday, March 19, 2015

Bid Tabulation

Item No.	Description	Unit	Qty	DeSoto County Electric, Inc.		McCrory Electric Company		Davis H. Elliot Construction Company, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	LED Countdown Pedestrian Signal Head	EACH	82	\$972.00	\$79,704.00	\$702.00	\$57,564.00	\$746.50	\$61,213.00
2	2" ADA Pedestrian Push Button	EACH	10	\$184.00	\$1,840.00	\$138.00	\$1,380.00	\$100.00	\$1,000.00
Total Base Bid					\$81,544.00		\$58,944.00		\$62,213.00

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

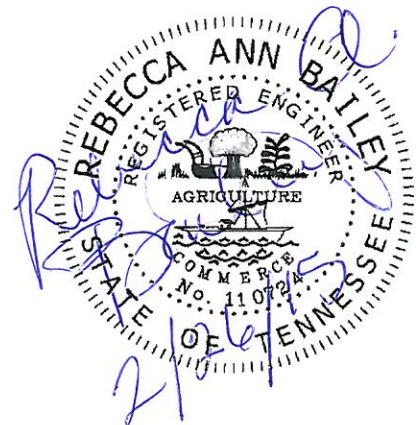
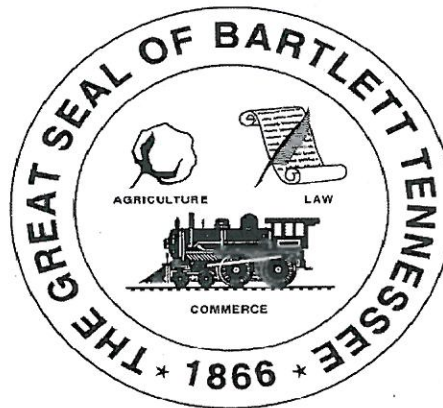
Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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

**REQUEST FOR SEALED BIDS****SB # FY2015-02-023****DUE: Thursday, March 19, 2015, no later than 2:00 p.m. (CST)**

COUNTDOWN PEDESTRIAN SIGNAL
INSTALLATION PROJECT

The City of Bartlett is seeking bids to install countdown pedestrian signal heads at several locations in Bartlett in accordance to the following bid specifications. In addition, new push buttons will be installed if existing buttons are found to be malfunctioning.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on March 19, 2015. Sealed bids are to be marked **"FY2015-02-023 Countdown Pedestrian Signal Installation Project"** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. The Contractor shall be capable of obtaining a State of Tennessee classification of CE or E and have an IMSA Level 1 Technician on hand for the duration of construction of the project. There is no fee to obtain bid documents. If further information is desired, please contact Becky Bailey, P. E. at 901-385-6499.

Please quote prices on attached sheet

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The City of Bartlett seeks to install **Countdown Pedestrian Signal Heads** at several locations in Bartlett. See Sheet SC-1 for list of locations. In addition, new push buttons will be installed if existing buttons are found to be malfunctioning.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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

Principals: Names

Home Addresses, including City, State and Zip Code

Firm: Name

Address, including City, State and Zip Code

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

License: Name of Project

Date of Bid Opening

Name of Contractor/Company

Tennessee License Number and Classification, if Bid Exceeds \$25,000.00

Licenses Expiration Date

Acknowledgement of Each Applicable Addendum

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

5. **BID GUARANTY**

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

6. **COLLUSIVE AGREEMENTS**

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

a. Bids received prior to 2:00 P.M. March 19, 2015 will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. NON-DISCRIMINATION

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

GENERAL CONDITIONS:**A. INSURANCE****A.1. General Requirements**

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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A.4 Owner's Protective Liability Insurance - Bodily Injury, including death, with minimum limits of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage minimum limits of \$500,000.00 each occurrence and \$500,000.00 aggregate.

Note: Certificate of Insurance must be sent to the City of Bartlett **prior to** the commencement of work.

A.5 Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.6 Contractor's General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a) Premises/Operations, b) Products/Completed Operations, c) Contractual, d) Independent Contractors, e) Broad Form Property Damage, f) Personal Injury and Advertising Liability, g) Comprehensive Form; XCU (Explosion, Collapse, and underground)

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

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

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

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **One Hundred Twenty (120) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, Becky Bailey, 385-6499, after construction staking is in place and prior to any installation of the traffic signal poles or equipment.

F. PERFORMANCE BOND

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

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H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

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

b) To unforeseeable cause beyond the control and without the fault or negligence of the

Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

CM-1

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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

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

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

Name of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____) s.s.
County of _____)

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

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His company has a testing program in place equal to or greater than the City's program

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION
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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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IMSA Certification

I, _____ Certify that during the construction of this project, FY2015-02-023 Countdown Pedestrian Signal Installation Project, a member of or consultant for (Company) _____ shall hold a State of Tennessee classification of CE or E and that there will be an IMSA Level 1 Technician on hand for the duration of this project.

Print Name _____
(Contractor)

Signed _____
(Contractor)

Company _____
(Contractor)

Title _____

Date _____

Print Name _____
(IMSA Level 1 Technician)

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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SPECIAL CONDITIONS

- The intersections listed below are included on the bid form for a complete removal of the existing pedestrian signal head and installation of a new countdown LED pedestrian signal head. The price of this item will include the 16" x 18" LED Pedestrian Countdown Signal Head, housing, R10-3e (9" x 15") sign, and all associated hardware, parts, and labor necessary for a complete installation in proper working order. See Attached SC-2 to SC-8 for specifications or approved equal.

East/West road	North/South road	Heads needed
Brother	Appling	8
Hwy 70	Germantown	8
Yale	Brother	4
Yale	Hwy 70	8
Brother	Germantown	6
Ellis	Germantown	8
Memphis Arlington	Bartlett Blvd/Billy Maher	8
Hwy 70	Brunswick	8
St. Elmo	Kirby Whitten	8
Elmore	Bartlett Blvd	8
Total countdown Ped Heads		74

- Contractor shall be responsible for all traffic control signage, flagging and etc. required during the project in accordance with the latest edition of the MUTCD. Traffic control plan must be approved by the City of Bartlett.
- Contractor shall test all new countdown LED pedestrian signals to ensure proper working condition.
- All materials, equipment, and installation shall meet the latest edition of the City of Memphis Standard Specifications and Drawings, TDOT Standard Drawings and Specifications, and City of Bartlett Standard Drawings and Details as related to traffic signals, equipment, materials, installation and etc.
- The contractor shall remove the existing pedestrian signal heads and deliver them to a storage area located at 7040 Memphis Arlington Road. This delivery shall be coordinated through the City of Bartlett Engineer, as the location is inside a locked gate and storage container.
- Submittals for the countdown pedestrian signals and associated items shall be submitted to the City of Bartlett Engineering Department, Becky Bailey, and approved prior to any equipment being ordered by the Contractor.
- The City of Bartlett will have the City of Memphis Signal Maintenance personnel assist in a punch list for the new countdown LED pedestrian signals. The Contractor shall then address any items that need to be corrected.
- The push button items are included on this project to be used only if a defective push button is found during the course of the project and will only be used if needed to make the pedestrian signal work properly. The specifications for the type of approved button (2" ADA silver button) are included on page SC-9.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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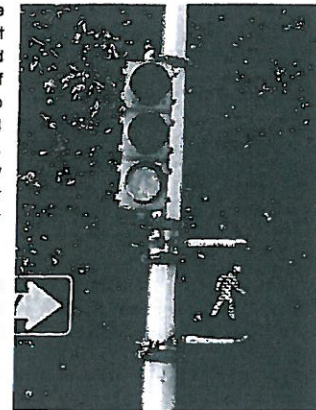
Due Date: March 19, 2015

ITE Compliant LED Traffic Signal Module Performance Specifications

All LED Ball Signal Modules (8 inch (200mm) and 12 inch (300mm))

shall be fully compliant to the ITE VTCSH LED Circular Supplement specifications dated and adopted June 27, 2005. Compliance to the ITE VTCSH-2 Interim Purchase Specification is not sufficient, and will not substitute for compliance to the ITE VTCSH LED Circular Supplement specifications. Additionally, prior to bid award, the manufacturer shall submit to purchaser, reports from ETL/Intertek, that certify full compliance of all LED ball signal modules to the entire ITE specification. These tests should include but not be limited to the luminous intensity measurements and requirements outlined in the ITE specification sections 6.4.4 through 6.4.4.4.2 (25°C and 74°C / 49°C). Evidence of full compliance to all required testing methods, procedures and sections as outlined in the above ITE document Figure 2, Design Qualification Testing Flow Chart must be included without any exceptions, changes or omissions. The manufacturer must also submit a data sheet showing the exact catalog number of the items submitted on the bid and the Independent Lab report must show full qualification of this catalog number.

To ensure optimal quality of illumination; uniformity; reliability; and appearance, all ball traffic signal modules shall utilize Hi-flux LEDs rated at 1-watt or higher, as their source of illumination. To ensure competency of design and manufacturing, manufacturers of ball, arrow, and pedestrian signal modules shall have a minimum of 7 years of experience in utilizing Hi-flux LEDs rated at 1-watt or higher, as the source of illumination in their ball traffic signal modules. Additionally, manufacturers must have utilized in excess of 20 million Hi-flux LEDs in their LED traffic signal modules during the most recent 10 year period.



All LED 12 inch (300 mm) Arrow Signal Modules

shall be fully compliant to the "Omni-directional" specifications of the ITE VTCSH - LED Vehicle Arrow Traffic Signal Supplement adopted July 1, 2007. Additionally, prior to bid award, the manufacturer shall submit to purchaser, reports from ETL/Intertek that certify full compliance of all LED Arrow signal modules. These tests should include but not be limited to the luminous intensity measurements and requirements outlined in the ITE specification sections 6.4.4 through 6.4.4.4.2 (25°C and 74°C / 49°C). Evidence of full compliance to all required testing methods, procedures and sections as outlined in the above ITE document Attachment 1, "Design Qualification Testing Flow Chart" must be included without any exceptions, changes or omissions. The manufacturer must also submit a data sheet showing the exact catalog number of the items submitted on the bid and the Independent Lab report must show full qualification of this catalog number.

All LED 16x18 Countdown Pedestrian Signal Modules

shall be fully compliant to the ITE PTCSI Part-2: LED Pedestrian Traffic Signal Modules specifications adopted August 4, 2010 or the latest adopted version as listed on the ITE website at time of bid. Additionally, prior to bid award, the manufacturer shall submit to purchaser, reports from ETL/Intertek that certify full compliance of LED signal modules, to these specifications. Evidence of full compliance to all required testing methods, procedures and sections as outlined in the above ITE document Attachment 2, "Design Qualification Testing Flow Chart" must be included without any exceptions, changes or omissions. The manufacturer must also submit a data sheet showing the exact catalog number of the items submitted on the bid and the Independent Lab report must show full qualification of this catalog number. Combination hand/person pedestrian signal modules shall incorporate separate power supplies for the hand and the person icons.

In addition to, and in excess of the above applicable ITE specification compliance, the on-board circuitry of all LED traffic signal modules shall include voltage surge protection, to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.8, NEMA Standard TS 2-2003. In addition, the module shall comply with the following standards: IEC 1000-4-5 at 3kV with a 2 ohm source impedance, ANSI/IEEE C62, 41-2002; IEC 61000-4-12 (6kV, 200A, 100kHz ring wave).

Warranty:

Manufacturer shall provide at time of bid, a written warranty which provides for repair or replacement of modules that fail to function as intended due to workmanship or material defects within the first 60 months from date of delivery. Modules which exhibit luminous intensities less than the minimum as specified in the ITE specifications as indicated above, within the first 60 months from date of delivery shall be replaced or repaired.

Notes:

CSA approved to the following applicable requirements:
CSA Standard C22.2 No. 9.0-96 General Requirements for Luminaires
CSA Std. No. C22.2 No. 250.0-04 Luminaires
UL Std. No. 1598-2004 (May 2006) Luminaires



Designed in the U.S.A.
Meets Buy American provision
under the American Recovery and
Reinvestment Act 2009
For projects requiring Buy American provision certification,
consult factory for additional information
and special ordering details

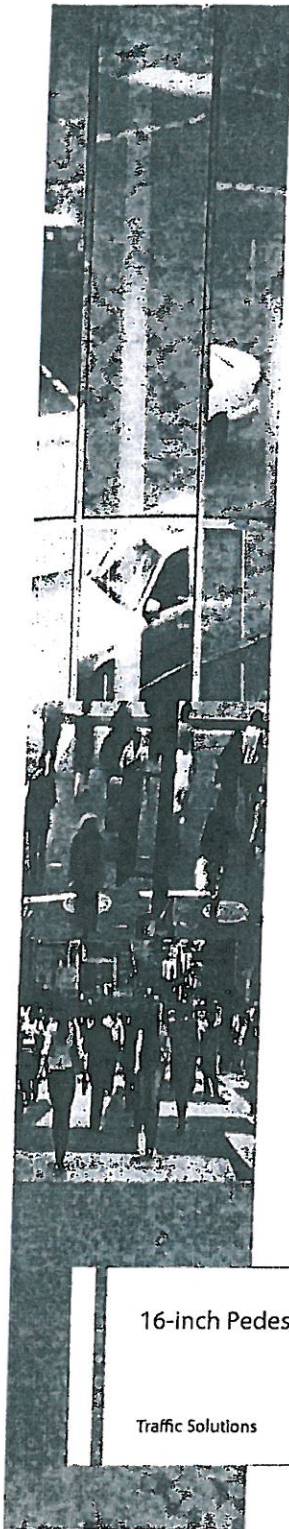
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SC-2

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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Due Date: March 19, 2015



EAGLE 16-inch Pedestrian Signal

16-inch Aluminum Signal

The Aluminum 16-Inch Pedestrian Signal is available in five different colors, though the egg-crate visor is only available in flat black.

The LED housing is a one piece die-cast aluminum alloy, with two integrally-cast hinge lugs, screw slots, and openings at each end.

The swing-down door is a single piece die-cast aluminum alloy, with two hinge lugs cast on the top of the door and two latch points on the bottom.

The door is attached to the bottom of the housing using two hinge pins. Two eye bolts and wing nuts on the top allowing the door to be opened and closed without the need for special tools.

16-inch Polycarbonate Signal

The Polycarbonate 16-inch Pedestrian Signal is available in three different colors, though the egg-crate visor is only available in flat black.

The LED housing is a one-piece injection-molded hinge lugs, screw slots, and openings at each end.

The swing-door is a single piece injection-molded polycarbonate, with two (2) hinge lugs molded on the bottom of the door and two (2) cotter-less locking pins. The door is attached to the bottom of the housing using two (2) cotter-less locking pins. Two (2) eye bolts and wing nuts on the top allowing the door to be opened and closed without special tools.

16-inch Signal Housing

The openings will accommodate standard 1.5" pipe brackets. The bottom opening of the housing has an integrally-cast Shurlock boss. The radial angular grooves of the Shurlock boss provide 5 degree increments position of the signal to eliminate rotation or misalignment of the signal.

The housing is available with a knock-out plug at the top and bottom. This plus eliminates the need for additional hardware to close these openings when using a clamshell or post-top mounting bracket.

The egg crate visor option is designed to eliminate sun phantom and minimize damage to the LED. The egg crate visor is inserted through the back side of the door and it overlaps by 1/2 inch. It is sealed when the door is closed, which prevents light from escaping between the visor and the door.

Features

- Meets or exceeds ITE specifications.
- Design provides minimum weight but maximum rigidity and strength.
- The housing is designed to work with a gasket supplied by LED manufacturer.
- Positive positioning and locking is achieved through the use of serrated brackets.
- Mounting is completely compatible with all standard signal hardware.
- The housing is designed to accommodate 16-inch LEDs.

16-inch Pedestrian Signal Ordering Guide

Traffic Solutions

SIEMENS

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

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16-inch Pedestrian Signal

Part Number Scheme

Signal Shape	16" Ped Signal	Housing Type	Lens Config.	Housing Material	Reflector	LED Supplied By	Visor Type	Housing Color	Door Color	Visor Color
SG	7	M	Z	2	0	C	3	Y	B	B
Possibilities:										
SG	7	S = St'd	Z = Customer Supplied	1 = Poly	0 = None	1 = Siemens	0 = None	Unlimited	Unlimited	Unlimited
		M = Maint	A = Hand/Man	2 = Alum		C = Customer	1 = Egg			
		L = Left side	B = Walk/DW							
		R = Right side	C = SM/WM/CD				3 = TunT			
			D = SM/WM/CD							
			Etc.							

Aluminum Signals Only:

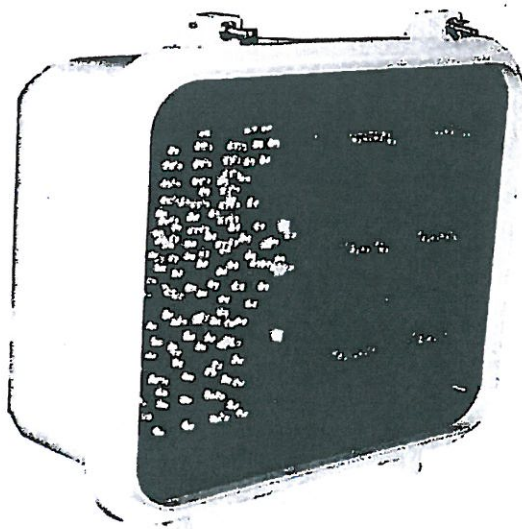
- L & R are as you're facing the ped. No other holes or knock-outs. Clamshell holes drilled on one side only.
- M housing has the top and bottom holes plugged and holes drilled on both sides for clamshell mounting.
- M has 5 holes on right and left with knock-outs in place.
- Peds are shipped without a door gasket or LED locking device.
- Serration on bottom. Adapter ring M20466 required for serrations on top.

Polycarbonate Signals Only:

- M housing has the top and bottom holes plugged and 5 knockouts on left and right side to accommodate clamshell mounting (no L or R because the housing can be flip-ped).
- Serrations on top and bottom.
- Peds are shipped without a door gasket or LED locking device.
- When ordering black housings or doors, use color designator B.

Visor Notes:

- When ordering egg crate visor, use Visor color designator F.
- When ordering assembly without Visor, use Visor type 0 and visor color designator F.



For more advanced future features and/or more information on Siemens products call (512) 837-8310 or call your local dealer (see website for the dealer in your area). Siemens reserves the right to alter any of the Company's products or published technical data relating thereto at any time without notice.

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

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Uniform Appearance Hand and Person Pedestrian Signals



- ▲ *Fully compliant to ITE PTCSI Part 2 LED Pedestrian Traffic Signal Module Specification adopted 3/9/04
- ▲ Meets / exceeds ITE uniformity ratio of not more than 1 to 5 between the max and min luminance values as measured in (.5") dia spots
- ▲ Manufactured with anti-capillary wires
- ▲ Conformal coated power supply
- ▲ Fuse and transient suppressor incorporated for superior line and load protection
- ▲ Independent dedicated power supplies for added safety and reliability
- ▲ Intertek/ETL certified and listed on ETL certification program
- ▲ Transient suppression exceeds ITE and NEMA specifications (Up to 6KV ring wave)
- ▲ All units operate at 80-135VAC RMS, 60±3Hz

Part Number	Size	Description	Typical Wattage @ 25°C		Min. Luminance (cd/m ²)		*Meets ITE Spec	CSA Approved
			Hand	Person	Hand	Person		
430-6450-001X	16 x 18	Side-by-side Hand and Person	8	7	1,400	2,200	✓	✓
430-6472-001X	16 x 18	Overlay Hand and Person	8	6	1,400	2,200	✓	✓
430-5770-001X	12 x 12	Hand only	8	N/A	1,400	N/A	✓	✓
430-7771-001X	12 x 12	Person only	N/A	7	N/A	2,200	✓	✓
430-6772-001X	12 x 12	Overlay Hand and Person	8	6	1,400	2,200	✓	✓
430-5570-001X	9 x 9	Hand only	6	N/A	1,400	N/A	✓	
430-7570-001X	9 x 9	Person only	N/A	6	N/A	2,200	✓	

Uniform Appearance Countdown Pedestrian Signals



- ▲ *Fully compliant to ITE PTCSI Part 2 LED Pedestrian Traffic Signal Module Specification adopted 8/04/2010
- ▲ MUTCD compliant for countdown applications
- ▲ Full preemption compatibility
- ▲ Up to 8 units can be connected in parallel without affecting of the monitoring of the Hand/Person
- ▲ Manufactured with anti-capillary wires
- ▲ Three (3) Independent dedicated power supplies for added safety and reliability
- ▲ Intertek/ETL certified and listed on ETL certification program
- ▲ Reduced off state icon visibility results in increased pedestrian safety by eliminating the potential to misinterpret the signal
- ▲ Conformal coated power supply
- ▲ New improved one piece housing design
- ▲ Improved optical design to provide superior uniform appearance of the icons
- ▲ Transient suppression exceeds ITE and NEMA specifications (Up to 6KV ring wave)
- ▲ All units operate at 80-135VAC RMS, 60±3Hz

Part Number	Housing Size	Symbol Color			Typical Wattage @ 25°C			Min. Luminance (cd/m ²)			*Meets ITE Spec	CSA Approved
		Countdown	Hand	Person	Countdown	Hand	Person	Countdown	Hand	Person		
430-6479-001X	16 x 18	Portland Orange	Portland Orange	Lunar White	8	11	10	1,400	1,400	2,200	✓	✓
430-7773-001X	12 x 12	Portland Orange	N/A	N/A	5	N/A	N/A	1,400	N/A	N/A		✓

Special Applications: Upon customer request, above units are available with option to countdown the clearance mode and the walk mode. Add suffix "W" to above part numbers.

IMPORTANT NOTE: MUTCD DOES NOT recommend the use of a countdown timer in the "walk" mode

Dialight reserves the right to make changes at any time in order to supply the best product possible.

The most current version of this document will always be available at:

www.dialight.com/Assets/Brochures_And_Catalogs/Signaling/ITE_Spec_Brochure.pdf

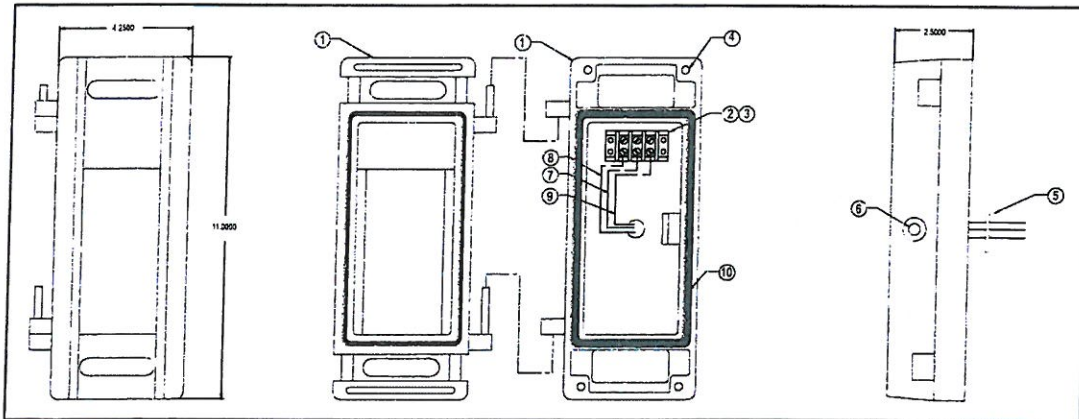
ITE_Spec_Brochure_L

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

SIEMENS**EAGLE Clam Shell
Mounting Bracket
BK15608P001****CLAMSHELL REPLACEMENT PARTS**

Ref No	Description	Part Number
1	Clamshell Casting	PKC06139-XX
2	3-Pos Terminal Block	PCT06172P001
3	Terminal Block Scre	116804
4	Mounting Screw (5/16 x 1")	PEX06171P001
5	Gasket	PBG05054
6	Screw (5/16 x 1")	PEX05055
7	24" Blue Wire	KBS4202924
8	24" Orange Wire	KBS4202424
9	24" Whit Wire	KBS4200924
10	Door Gasket	A844326

COLOR CODES

XX	Color
10	Medium Green
11	Dark Green
12	Yellow
13	Gloss Black
14	Flat Black

Siemens Energy & Automation, Inc.
Business Unit Intelligent
Transportation Systems

8004 Cameron Road
Austin, TX 78754
Ph: (512) 837-8310
Fax: (512) 837-0196
<http://www.itssiemens.com>

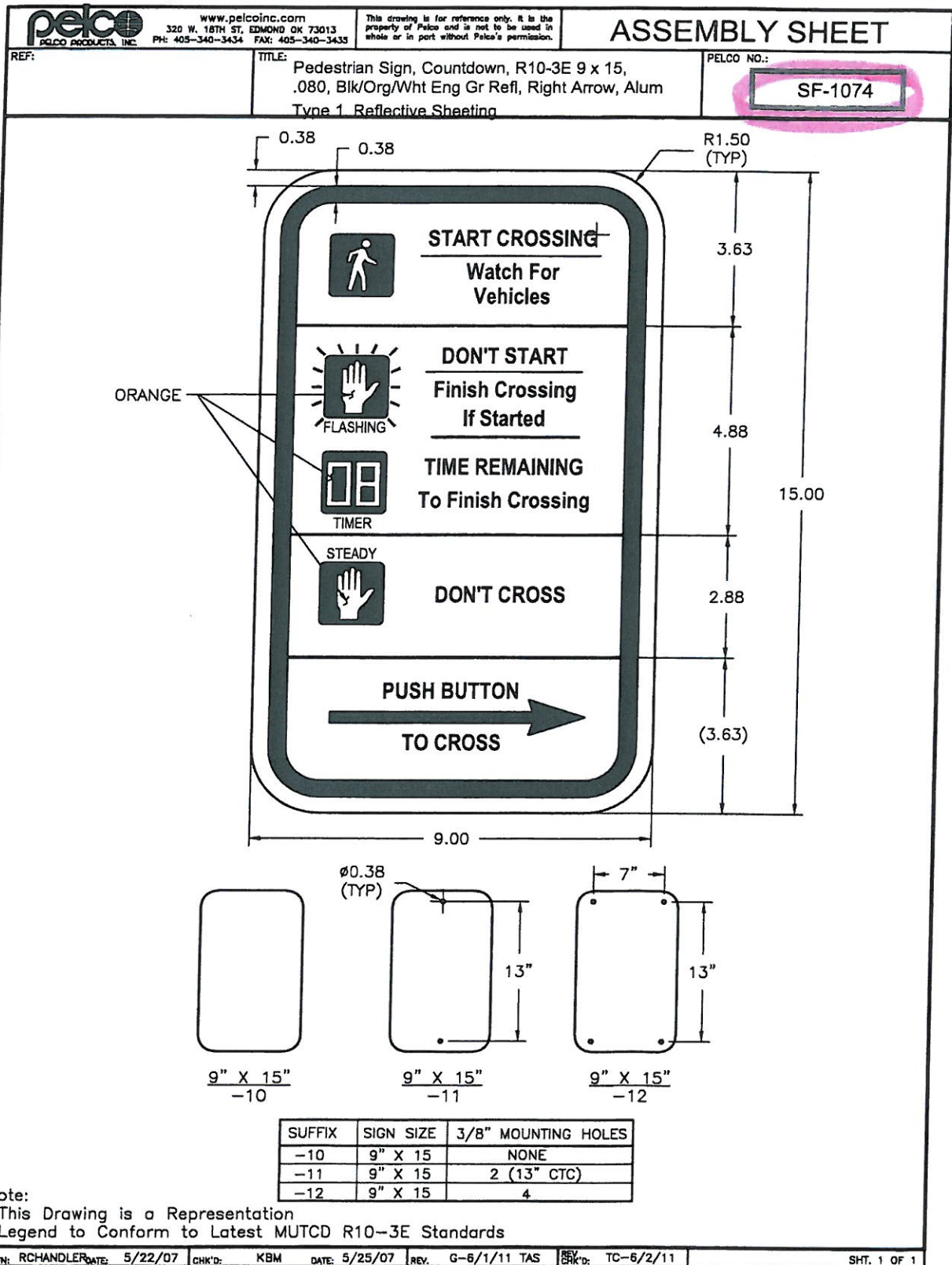
For more advanced future
features and/or more
information on Siemens products
call (512) 837-8310 or call your
local dealer (see website for the
dealer in your area).

Siemens reserves the right to alter
any of the Company's products or
published technical data relating
thereto at any time without notice.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015



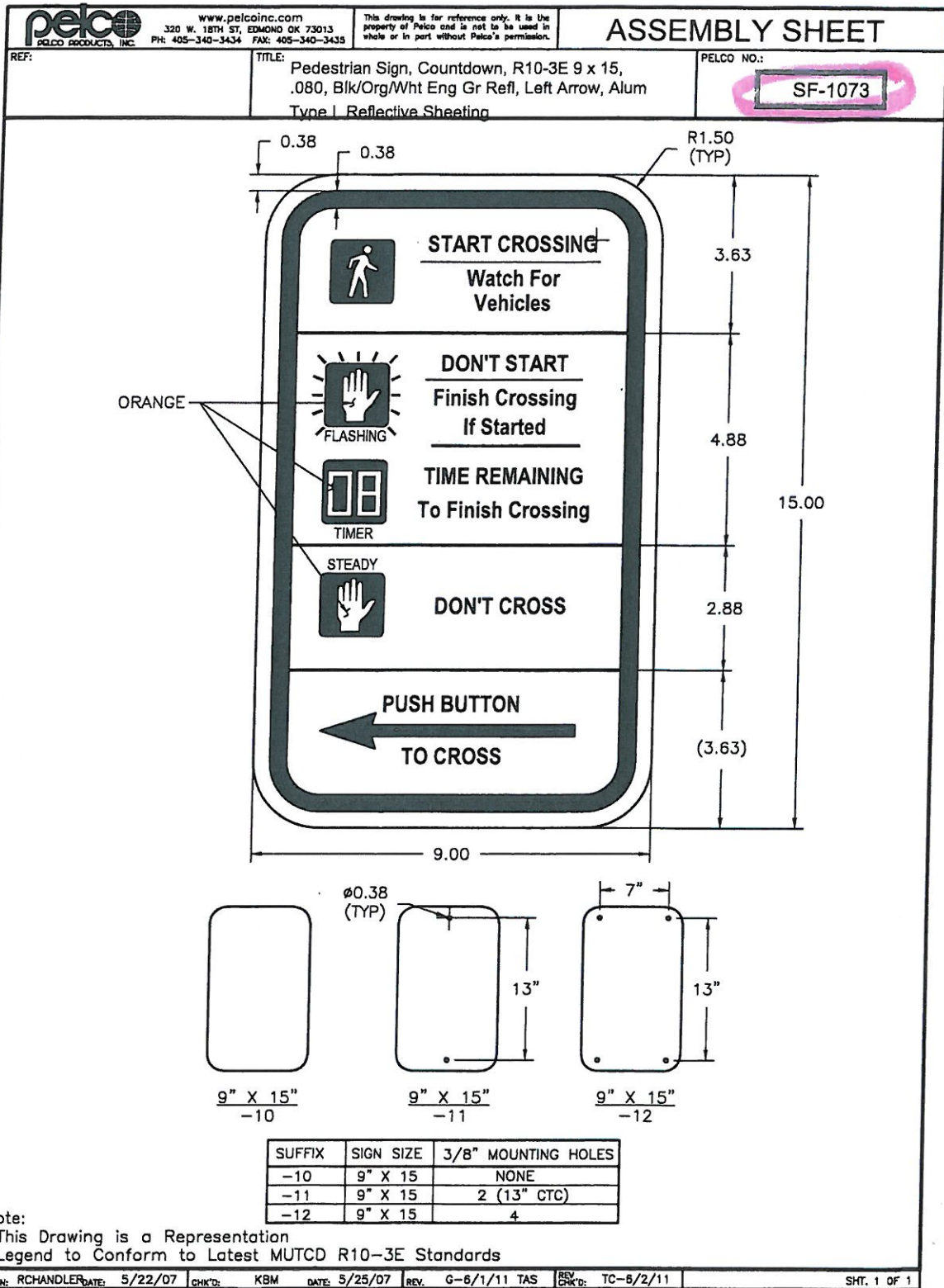
C:\Vault-Local\CAD\Pelco Dwg\SF-SF-1074.dwg, 6/2/2011 9:35:36 AM, Controlled Document Valid for 72 Hours

Attachment: SB FY2015-02-023 PEDESTRIAN SIGNAL Bid (1472 : Bid for FY2015-02-023 Countdown Pedestrian Signal Installation Project)

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015



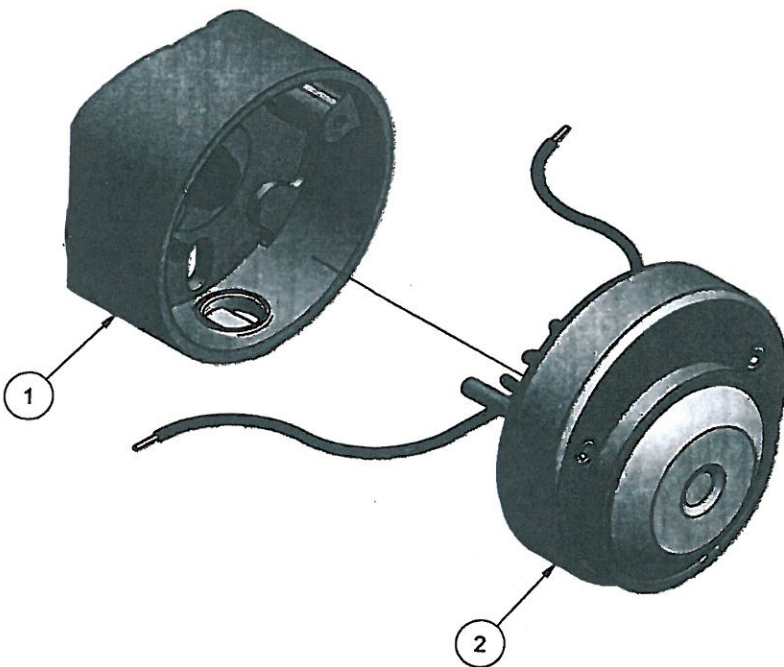
C:\Vault-Local\CAD\Pelco Dwg\SFSF-1073.dwg, 6/2/2011 9:36:50 AM, Controlled Document Valid for 72 Hours

Attachment: SB FY2015-02-023 PEDESTRIAN SIGNAL Bid (1472 : Bid for FY2015-02-023 Countdown Pedestrian Signal Installation Project)

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

 pelco PELCO PRODUCTS, INC.	www.pelcoinc.com EDMOND, OK 73013 405-340-3434 FAX: 405-340-3435	This drawing is for reference only. It is the property of Pelco and is not to be used in whole or in part without Pelco's permission.	ASSEMBLY SHEET												
REF:	TITLE: Push Button Assy, Round w/2" Plunger		PART NO.: → SE-2005-08												
			PART NO. SE-2005-08-PNC Process No Color=PNC Paint=PXX P33=Black P29=Yellow ←												
															
			<table border="1" style="margin: 0 auto;"> <tr> <th style="text-align: left;">OPTIONS</th> </tr> <tr> <td>PAINT</td> </tr> </table>	OPTIONS	PAINT										
OPTIONS															
PAINT															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">ITEM</th> <th style="width: 20%;">PART NUMBER</th> <th style="width: 55%;">DESCRIPTION</th> <th style="width: 20%;">QTY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SE-2137</td> <td>Body Assy, Round Push Button, Alum</td> <td>1</td> </tr> <tr> <td>2</td> <td>SE-2009-08</td> <td>Cover Assy, Push Button, w/ 2" Plunger</td> <td>1</td> </tr> </tbody> </table>				ITEM	PART NUMBER	DESCRIPTION	QTY	1	SE-2137	Body Assy, Round Push Button, Alum	1	2	SE-2009-08	Cover Assy, Push Button, w/ 2" Plunger	1
ITEM	PART NUMBER	DESCRIPTION	QTY												
1	SE-2137	Body Assy, Round Push Button, Alum	1												
2	SE-2009-08	Cover Assy, Push Button, w/ 2" Plunger	1												
DRAWN: Kenneth George DATE: 3/19/2009 CHKD: KAK DATE: 3/24/2009 REV: D-12/17/09 CM REV: CHKD: RW DATE: 12/30/2009 SHEET 1 OF 1															

SC-9

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

BID TABULATION

Item No.	Description	Unit	Qty	Unit Price	Total Amount
1	LED Countdown Pedestrian Signal Head (See SC-1 for locations)	EACH	74		
2	2" ADA Pedestrian Push Button	EACH	10		
Total Base Bid					

Total Base Bid in Words:

The City of Bartlett intends to do all of the work listed in the base bid item 1. Item 2 will be used as needed if existing buttons need to be replaced.

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION
Sealed Bid #: FY2015-02-023
Due Date: March 19, 2015

BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Bid Form—BT-1
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
6. Contract Monitoring —CM-1
7. IMSA Certification—IMSAC-1

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

BSF-1

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

PERFORMANCE PAYMENT BOND

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

called "Principal" and _____ of _____
(Surety)
_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
(Owner)

_____ of _____ herein-after called
"Owner"
(City and State)

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

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

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

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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

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

ATTEST:

Pint Name_____
Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Principal_____
Address - Zip Code

ATTEST:

SuretyBy: _____
Attorney-in-Fact_____
(Surety) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Surety_____
Address - Zip Code

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

NOTICE OF AWARD

To:

PROJECT Description: FY2015-02-023 Countdown Pedestrian Signal Installation Project

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2015 and Information for Bidders.

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

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.
Dated this ____ day of _____, 2015.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonaldTitle: Mayor, City of Bartlett**ACCEPTANCE OF NOTICE**

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

NOTICE TO PROCEED

TO:

PROJECT: FY2015-02-023 Countdown Pedestrian Signal Installation Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015, on or before _____, 2015 and you are to complete the WORK within _____, 2015.

120 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2015.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonaldTitle: Mayor, City of Bartlett**ACCEPTANCE OF NOTICE**Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

- (1) He is _____ of _____, the Bidder

that has submitted the attached BID;

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

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

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

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

(Signed) _____

(Title) _____

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

(Title)

My commission expires _____ 20____.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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

_____ as Principal, and

_____ as Surety, are hereby held and firmly
bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20____.

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

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

_____**NOW, THEREFORE,**

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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

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

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

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

Print Name _____

_____(L.S.)
Principal

Surety

By: _____

Print Name: _____

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

BB-2

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of FY2015-02-023 Countdown Pedestrian Signal Installation Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

(J) Notice of Award

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through ____, and
dated _____, 2015.

(N) SPECIFICATIONS prepared or issued by _____
dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

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

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

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

CITY OF BARTLETT

BY:

PRINT NAME: A. Keith McDonald

(SEAL)

TITLE: Mayor, City of Bartlett

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE:

(SEAL)
ATTEST:

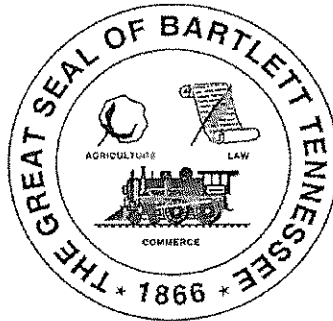
NAME: _____
(Please Type)

TITLE: _____

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 3 8134

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



COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION PROJECT

BID NUMBER: FY2015-02-023

ADDENDUM # 1

March 13, 2015

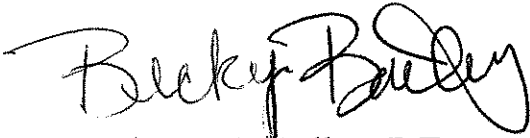
The following clarifications and changes shall be made a part of the Contract Documents.

- 1) The mounting height of the new pedestrian signal heads shall meet the MUTCD height requirements, regardless of their existing height.
- 2) The heads should be double banded to the pole. Any existing arms will be removed with those heads.
- 3) Existing wiring inside the pole can be reused.
- 4) All new pedestrian heads will replace existing pedestrian heads. There are no new locations. However, some of those being replaced are older two-section lamped units and others are newer LEDs without countdowns.
- 5) The new signs can be drilled into steel poles or banded to any pole. No adhesive signs are to be used.

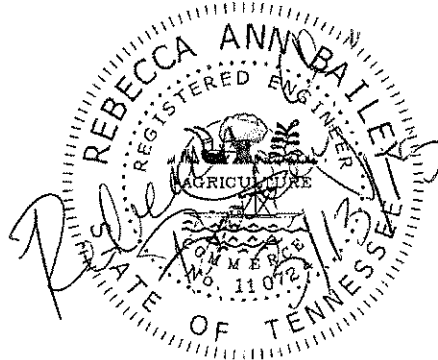
- 6) Pushbuttons are only to be addressed if one is found to be bad. In that case, it will need to be replaced with a new button and shall meet MUTCD requirements for height on the pole.
- 7) At the request of the contractor, unused pedestrian buttons may be purchased by the City of Bartlett. Contractor will need to submit a copy of the purchase invoice from the supplier verifying the purchase price and shipping cost for each button.
- 8) Contractor shall remove any old signage before installing new signs.
- 9) The intersection of HWY 70 (Summer) / Kirby Whitten was mistakenly left out of the bid totals and is now being added to this project.
- 10) Project manual page SC-1 – delete the page in its entirety and replace with the revised page SC-1R attached to this addendum.
- 11) Project manual page BT-1 – delete the page in its entirety and replace with the revised page BT-1R attached to this addendum. All bids shall be submitted on BT-1R.
- 12) Project manual page GC-2 – to satisfy A.4 and A.6 the City of Bartlett needs to be named as an additional insured on the contractor's insurance coverage for this project.

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

Respectfully submitted,



Rebecca A. Bailey, P.E.
Traffic Engineer
City of Bartlett



COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

SPECIAL CONDITIONS

- The intersections listed below are included on the bid form for a complete removal of the existing pedestrian signal head and installation of a new countdown LED pedestrian signal head. The price of this item will include the 16" x 18" LED Pedestrian Countdown Signal Head, housing, R10-3e (9" x 15") sign, and all associated hardware, parts, and labor necessary for a complete installation in proper working order. See Attached SC-2 to SC-8 for specifications or approved equal.

east/west road	north/south road	heads needed
Brother	Appling	8
Hwy 70	Germantown	8
Yale	Brother	4
Yale	Hwy 70	8
Brother	Germantown	6
Ellis	Germantown	8
Memphis Arlington	Bartlett Blvd/Billy Maher	8
Hwy 70	Brunswick	8
St. Elmo	Kirby Whitten	8
Elmore	Bartlett Blvd	8
Hwy 70	Kirby Whitten	8
Total Countdown Ped Heads		82

- Contractor shall be responsible for all traffic control signage, flagging and etc. required during the project in accordance with the latest edition of the MUTCD. Traffic control plan must be approved by the City of Bartlett.
- Contractor shall test all new countdown LED pedestrian signals to ensure proper working condition.
- All materials, equipment, and installation shall meet the latest edition of the City of Memphis Standard Specifications and Drawings, TDOT Standard Drawings and Specifications, and City of Bartlett Standard Drawings and Details as related to traffic signals, equipment, materials, installation and etc.
- The contractor shall remove the existing pedestrian signal heads and deliver them to a storage area located at 7040 Memphis Arlington Road. This delivery shall be coordinated through the City of Bartlett Engineer, as the location is inside a locked gate and storage container.
- Submittals for the countdown pedestrian signals and associated items shall be submitted to the City of Bartlett Engineering Department, Becky Bailey, and approved prior to any equipment being ordered by the Contractor.
- The City of Bartlett will have the City of Memphis Signal Maintenance personnel assist in a punch list for the new countdown LED pedestrian signals. The Contractor shall then address any items that need to be corrected.
- The push button items are included on this project to be used only if a defective push button is found during the course of the project and will only be used if needed to make the pedestrian signal work properly. The specifications for the type of approved button (2" ADA silver button) are included on page SC-9.

COUNTDOWN PEDESTRIAN SIGNAL INSTALLATION

Sealed Bid #: FY2015-02-023

Due Date: March 19, 2015

BID TABULATION

Item No.	Description	Unit	Qty	Unit Price	Total Amount
1	LED Countdown Pedestrian Signal Head (See SC-1R for locations)	EACH	82		
2	2" ADA Pedestrian Push Button	EACH	10		
Total Base Bid					

Total Base Bid in Words:

The City of Bartlett intends to do all of the work listed in the base bid item1. Item 2 will be used as needed if existing buttons need to be replaced.

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

BT – 1R



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

Bid for three mid-mount, zero turn radius mowers.

On Wednesday, February 4, 2015, an ad was placed in the *Daily News*. On Thursday, February 19, 2015 the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Bartlett Small Engines	\$30,397.00
Commercial Equip (CEC)	\$27,542.60 (not to specifications)
Greenville Turf and Tractor	\$50,515.00
Jerry Pate	\$40,745.19
Kalb Equipment	\$39,464.00
Superior Equipment	\$40,925.00 (not to specifications)

We recommend the bid be awarded to Bartlett Small Engines for a total price of \$ 30,397.00.

Funds are available in Account 311.48311.785.50715 .

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for body armor entry vests.

On February 24, 2015 an ad was placed in *The Daily News*. On March 10, 2015 the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Accurate Law Enforcement	\$2014.70 each
MidSouth Solutions	\$2440.80 each
GT Distributors	\$2062.99 each
ASR/Kay Uniforms	\$2195.00 each

We recommend the bid be awarded to Accurate Law Enforcement for a total price of \$34,249.90.

Funds are available in Account 124.48124.340.

Thank you for your consideration.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for two police motorcycles.

On January 28, 2015 an ad was placed in *The Daily News*, and five emails were sent to prospective bidders. Two bids were received and opened on February 12, 2015.

Bids were received from the following companies:

Bumpus Harley Davidson	\$25,463.66 each
Performance Plus	\$24,650.22 each

We recommend the bid be awarded to Performance Plus for a total price of \$49,300.44 for two motorcycles.

Funds are available in Account 311.48311.785.20315.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 04/14/15 07:00 PM

Department: BPACC

Category: Contract

Prepared By: Stefanie McGee

Department Head: Ron Jewell

Artist contract for 2015-2016 BPACC Season.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



1600 Division Street, Suite 300
Nashville, TN 37203
USA

Phone: +1 615-963-3359
email: JVI@WMEentertainment.com

THE TIME JUMPERS

THE TIME JUMPERS, LLC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 10 Mar 2015 between **THE TIME JUMPERS, LLC** (hereinafter referred to as "PRODUCER") furnishing the services of **THE TIME JUMPERS** (hereinafter referred to as "ARTIST") and **CITY OF BARTLETT/A. Keith McDonald** (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

BARTLETT PERFORMING ARTS CENTER
3663 Appling Road
Bartlett, TN 38133
USA

2. DATE(S) OF ENGAGEMENT: Fri 18 Sep 2015

- a. Number of Shows: 1
- b. Show Schedule(s):
 - 07:00 PM: Doors
 - 08:00 PM: THE TIME JUMPERS; (60 min.)
 - 09:00 PM: Intermission
 - 09:30 PM: Second Set: THE TIME JUMPERS; (60 min.)

3. BILLING (in all forms of advertising):

The Time Jumpers

4. COMPENSATION:

\$25,000.00 USD (Twenty Five Thousand U.S. Dollars) flat GUARANTEE.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Purchaser to provide and pay for HOUSE sound and lights.

Production Contact: Ron Jewell
(901) 385-6440 (off.)

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation:
- b) Accommodations: Accommodations for fly dates: Purchaser to provide and pay for 18 King singles for 2 nights as required by Artist for one (1) night.
- c) Air freight and excess baggage:
- d) Ground transportation:

e) Meals and incidentals:

f) Other:

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

Prior to announcing or scheduling on-sale dates, Purchaser to contact management (Lindsey Daniel 615-322-9493) with advertising plan. Purchaser to pay for and utilize Artist supplied ad mats, radio and television spots. No other forms of advertising are permitted. Contact Fergy at Tour Designs at 323-217-1100.

Purchaser to provide ticket counts to WME/Nashville on Mondays and Thursdays. Counts should be called in to 615-963-3352 or e-mailed to nashticketcounts@wmeentertainment.com by 12:00 Noon CST on ticket count days.

Artist shall not perform a publicly advertised engagement within 75 miles of the applicable Venue, for a period of 180 days prior to or 30 days after the performance of the Engagement at this applicable Venue.

Notwithstanding the foregoing, Artist shall NOT be precluded from performing the following:

- (i) private performances which are not publicly advertised and for which tickets are not sold to the general public;
- (ii) charitable events or multi-Artist charity concerts;
- (iii) any non-performing appearances (whether public or private);
- (iv) radio and/or TV appearances or performances, including, without limitation TV specials, televisions news, talk shows, and award shows.

Producer/Artist will not authorize the advertising of a subsequent public performance by Artist to be held within such radius, until the completion of the Engagement at the applicable Venue herein, unless such Engagement is sold out or unless such advertising is approved by Purchaser.

This radius clause excludes Artist's April 18, 2015 performance in Forrest City, AR.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. **DEPOSIT in the amount of \$12,500.00 USD** shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC, to be received not later than **14 Jul 2015**;

All deposit payments shall be paid via certified or cashier's check sent to:

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Jonathan Insogna
1600 Division Street, Suite 300
Nashville, TN 37203
USA

OR via bank wire as follows:

CITY NATIONAL BANK
54 Music Square East
Nashville, TN 37203

ABA no.: 064009445
William Morris Endeavor Account No.: 684001426
ORG: City of Bartlett / REF: The Time Jumpers / Sep 18, 2015
WME booking code: PAC 725392

Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name
(as sender), name of the artist, start date of the Engagement(s).

- b. BALANCE of the monies shall be paid to and in the name of PRODUCER by certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement.
- c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.
- d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP. TYPE	PRICE	COMPS	KILLS	SELLABLE	FAC.FEE	PARKING	CHARITY	TIC.FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT.
Fri 18 Sep 8:00 PM	350 Reserved	\$45.00	0	0	350								\$45.00	\$15,750.00
	350		0	0	350									\$15,750.00

SCALING NOTES:

- 6 Artist Comps total

ADJUSTED GROSS POTENTIAL:	\$15,750.00
TAX:	
NET POTENTIAL:	\$15,750.00

12. EXPENSES:

N/A

13. MERCHANDISING:

Artist sells; All Merchandise: 100.0% of proceeds to ARTIST.

14. VISAS AND WORK PERMITS:

15. TAXES:

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By:

By:

CITY OF BARTLETT

A. Keith McDonald
3663 Appling Road
Bartlett, TN 38133

Care of: Ron Jewell
Bartlett Performing Arts & Conference Center
3663 Appling Road
Bartlett, TN 38133
USA

THE TIME JUMPERS, LLC

Fed ID: 27-4448403

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above; Attention: Insogna

Attachment: SKMBT_28315040811510.pdf (1488 : Artist contract for 2015-2016 BPACC Season.)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for April 2015.

SITE PLAN

I. AAA Collision Center - North of Elmore Road, on the West side of Summer Avenue (David Porter, W.H. Porter Consultants)

INTRODUCTION: Mr. David Porter with W.H. Porter Consultants is requesting Planning Commission approval of a site plan for the AAA Collision Center. The subject property is located north of Elmore Road, on the west side of Summer Avenue within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is located on Lot 2 of the Grace Subdivision. On July 7, 2014, the Planning Commission recommended the approval of a Special Use Permit (SUP) for auto body repair uses within the "C-H" Zoning District at said location to the Board of Mayor and Aldermen. On August 26, 2014, the Board of Mayor and Aldermen approved the SUP.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 12,398 square foot building and parking lot on a 1.6-acre lot. The proposed building will be used as an auto body repair facility. Other features of the development include a detention area along the frontage of the property, and a dumpster area at the rear of the property. Access to the site will be via a curb-cut from Summer Avenue. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.6-acres (69,879 square feet)
Total Required Parking Spaces: (office)	8
Total Proposed Parking Spaces:	40 12 17 10
Customer: Service: Employee:	
Handicap Accessible:	2
Regular:	38
Proposed Total Building Area:	12,398 square feet
Greenspace/Open-space:	35%
Building Height:	18-feet

Approval with conditions of staff.

2. Bartlett Small Engines, 6780 Summer Avenue (David Porter, W.H. Porter

Consultants)

INTRODUCTION: Mr. David Porter with W.H. Porter Consultants is requesting Planning Commission approval of a revised site plan for Bartlett Small Engines. The subject property is located at 6780 Summer Avenue, within the “C-H” Highway Business Zoning District.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to build a new 3,200 square foot metal building for a workshop with an asphalt driveway on an existing 4.09-acre site. The site currently has a 10,514 square foot retail/shop building, and a cell tower. Access to the site will remain from Summer Avenue. Some drainage improvements will be made to the property in order to accommodate the new building.

Approval with conditions of staff.

HEARING

3. Hampton Grove P.D. Amendment, (Blake Van Buren, Fisher Arnold, and Reginald & Karmeisha Johnson)

INTRODUCTION: Mr. Blake Van Buren with Fisher Arnold is requesting Planning Commission approval for a proposed amendment to the Hampton Grove Planned Development. The subject property is located at the southwest corner of Shadowlawn Road and Shadow Run Lane, and is within the “RS-15” Residential Zoning District.

BACKGROUND: The Hampton Grove Planned Development was approved by the City of Bartlett in 2004. The recorded plat indicates that the subject property was approved as Lot B with pedestrian/public access into the subdivision. Lot B contains a meandering side walk with trees. Lot B was owned and maintained by the City until the adjacent property owner requested ownership. The lot was quit claimed to the adjacent property owner with some conditions in 2014.

DISCUSSION: The specific request by the applicant is to amend the Hampton Grove Planned Development by removing Lot B (9,414 square feet) from the recorded plat. Upon the removal of the lot from said P.D., the applicants will join the lot to their adjacent parcel and create a two lot subdivision. The new subdivision will allow the property owner to build a second home with access from Shadow Run Lane.

Recommended approval with conditions of staff.

SITE PLAN

4. Gus's Fried Chicken, North of Highway 64, on the West side of Germantown Pkwy (Berry Jones, S. Berry Jones, Architects)

INTRODUCTION: Mr. Berry Jones with S. Berry Jones, Architects is requesting Planning Commission approval of a site plan for Gus's Fried Chicken. The subject property is located north of Highway 64, on the west side of Germantown Road within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is located on Lot 2B of the Equity Inns Subdivision (a 3-lot commercial subdivision). According to the recorded plat, access to Lot 2B will be from a shared access drive from Germantown Road through Lot 1 of the subdivision. There are also shared access easements/drives along the east and west sides of the subject property. Surrounding developments within the subdivision include a hotel on Lot 1, the Waffle House on Lot 2A, and a commercial strip center on the north side of the subject property (current location of Gus's).

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 2,800 square foot restaurant, parking lot and dumpster enclosure area on a .53-acre of lot. The specifics of the site plan are as follows:

Site Data	
Site Area:	.53-acres (23,087 square feet)
Total Required Parking Spaces: (Family Restaurant)	26
Total Proposed Parking Spaces:	33
Handicap Accessible:	2
Regular:	31
Proposed Total Building Area:	2,800 square feet
Greenspace/Open-space:	24%
Building Height:	18'6"+

Approved with conditions of staff.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 04/14/15 07:00 PM
Department: Planning and Economic Development
Category: Public Hearing
Prepared By: Sam Harris
Department Head: Terry Emerick

Set a public hearing for May 12, 2015 for Resolution 07-15, a Resolution Approving Amendments to the Planned Development for Hampton Grove P.D.

WHEREAS, an application has been made for amendments to the Planned Development for Hampton Grove P.D.,

WHEREAS, the Planning Commission reviewed the proposed amendments to the Planned Development for Hampton Grove P.D. on April 6, 2015, in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on May 12, 2015 and approved the amendment to the Planned Development for Hampton Grove PD located at the southwest corner of Shadowlawn Road and Shadow Run Lane, and is within the "RS-15" Residential Zoning District, subject to the following conditions:

- This application and action is to remove the area shown as Lot B from the Hampton Grove P. D. and to clear the way for the applicant to file for a two lot subdivision, which will be heard at future Planning Commission meeting. The conditions for the two lot subdivision will be listed at that time.
- Lot B was originally deeded to the City of Bartlett by the recorded plat for the Hampton Grove Planned Development as recorded in Plat Book 227 Page 68 in the Shelby County Register's Office and was also known as Parcel Number B0149TA00063.
- Lot B Hampton Grove Planned Development is the same property conveyed to the City of Bartlett as recorded in Instrument # 06121836
- Lot B was quit claimed by the City of Bartlett to Pamela A. and Rufus Mandrill A. McLaughlin, Sr. as recorded in Instrument # 1415959 dated November 14, 2014. This property is currently an unbuildable parcel of land containing trees, grass, and Sidewalk, this action is being done to incorporate it into parcel B014900886.
- This quit claim was requested by the McLaughlin's and this transfer had these following conditions that will become part of McLaughlin's subdivision plat:
- That any driveway access to Shadow Run Lane is specifically prohibited unless approved by the Planning Commission.
- The property owner agrees to assume full maintenance responsibility for the existing sidewalk, trees and grounds, both within the boundary of Lot B and within the right of way fronting Lot B on both Shadow Run Lane and Shadowlawn Road.

- That all of the sidewalk, which meanders interchangeably within both Lot B and the adjacent public right of way, shall be designated as a public pedestrian easement to be maintained by the property owner.
- When this action is approved, the applicant shall be responsible for the cost to re-record the plat for Hampton Grove P.D. to remove this area from the PD.
- The applicant's engineer needs to submit a draft of the plat to the City Engineer's office for review as this plat will have several notes and conditions to consider.
- The proposed two lot subdivision will NOT be included in and be a part of the Hampton Grove P. D.
- The Hampton Grove Planned Development Final Plan/Plat shall be re-recorded. The applicant shall work with staff so that the amended plat will be illustrated appropriately. The current illustrations that are labeled "Lot Layout Plan" shall not be recorded.
- The applicant shall return to the Planning Commission to obtain approval for the 2-lot McLaughlin Residential Subdivision.
- Access from Shadow Run Lane requires Planning Commission approval.

WHEREAS, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Hampton Grove P.D. should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the amendments to the Planned Development for Hampton Grove P.D., located at the southwest corner of Shadowlawn Road and Shadow Run Lane, and is within the "RS-15" Residential Zoning District., incorporating the above listed conditions, are approved.

ADOPTED THIS 12th DAY OF MAY 2015.

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

A. Keith McDonald, Mayor

Attest:_____

Stefanie McGee, City Clerk

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: Paula Sedgwick, Alderman

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





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 01-15

Meeting: 04/14/15 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1479

Resolution 08-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$66,600 for peace officer supplement pay for police department personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 20143 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$66,600 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the fiscal year 2015 operating budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the fiscal year 2015 operating budget be amended to appropriate \$66,600 in revenues and expenditures for the 2014 Peace Officer Supplement Pay for police personnel.

Adopted this day of April 14, 2015

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, 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

RESOLUTION 02-15

Meeting: 04/14/15 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1478

Resolution 09-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$51,600 for education incentive pay for fire department personnel.

WHEREAS, the State of Tennessee Commission on Fire Fighting has approved the 2015 education incentive pay for eligible Bartlett Fire Department personnel in the amount of \$51,600 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible fire personnel it is necessary to amend the Fiscal Year 2015 Operating Budget for the Fire Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the fiscal year 2015 operating budget be amended to appropriate \$51,600 in revenues and expenditures for the 2015 education incentive pay for fire and ambulance personnel.

Adopted this day of April 14, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

DEFEATED

RESOLUTION (ID # 1487)

Meeting: 04/14/15 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1487

Resolution 10-15, a resolution to adopt the regional green space plan in Greenprint 2015/2040, also known as the Mid-South Regional Greenprint and Sustainability Plan, a tri-state planning initiative funded by a grant award from the U.S. Department of Housing and Urban Development.

WHEREAS, On November 21, 2011, Shelby County Government was awarded a Regional Planning Grant from the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities in the amount of \$2,619,999 for the period of February 1, 2012 to January 31, 2015;

WHEREAS, the Regional Planning Grant funded the development of the Mid-South Regional Greenprint and Sustainability Plan to develop a unified 25-year vision for a network of green space connecting Shelby County, TN, Fayette County, TN, Crittenden County, AR, and Desoto County, MS;

WHEREAS, a consortium of 82 organizations, represented by more than 300 individuals, from the tri-state area formally agree to cooperatively develop the Mid-South Regional Greenprint and Sustainability Plan over a three-year period;

WHEREAS, eight working groups were formed in order to address the comprehensive focus on the Mid-South Regional Greenprint and Sustainability Plan; Parks and Greenways, Social Equity, Alternative Transportation and Fuels, Community Health and Wellness, Housing and Neighborhood Land Use, Resource Conservation and Environmental Protection, Workforce Development and Regional Employment, and Data Mapping and Evaluation;

WHEREAS, GREENPRINT 2015/2040 is the culmination of work by the consortium and working groups that includes a regional vision plan, an implementation strategies report, a bus transit to workplace study, a health impact assessment, a fair housing and equity assessment, data and mapping, community engagement and capacity building, and 20 local subplans;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMAN, that the City of Bartlett formally adopts the regional green space plan in GREENPRINT 2015/2040, also known as the Mid-South Regional Greenprint and Sustainability Plan, as the regional green space and sustainability plan;

BE IT FURTHER RESOLVED, that the Mayor of Bartlett may consider the Greenprint plan as a guiding document for green space connectivity across the region and creating a sustainable community;

BE IT FURTHER RESOLVED, that the concept map for a regional network of green space contained in GREENPRINT 2015/2040 shall serve as a foundation for connecting greenways and trails across city, county, and state lines in the Mid-South region;

BE IT FURTHER RESOLVED, that the Mayor of Bartlett shall direct staff to coordinate with neighboring jurisdictions on greenways and trails to ensure connectivity.

Adopted this day of April 14, 2015.

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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