



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MARCH 28, 2017 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by David Smith, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, April 3 at 6 p.m.

Planning Commission, April 3 at 7 p.m.

Bartlett Station Commission, April 5 at 7:30 a.m.

City Beautiful Commission, April 6 at 7 p.m.

Bartlett Historical Society, April 10 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the March 14, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Special event permit for Oak Elementary 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, May 12 from 4 to 10 p.m. at Oak Elementary School.
- 2 Special event permit for Stomp Out Hunger 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 15 from 2 to 4 p.m. at Bartlett United Methodist Church.
- 3 Authorization to purchase Right-of-Way for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request approval to purchase three right-of-way tracts for a total of \$95,870. Funds are available in Account 311.48311.770.422.
- 4 Reimburse Rivercrest Baptist Church for sprinkler and light relocation due to purchase of right-of-way. (Rick McClanahan, Director of Engineering)**
City shall reimburse Rivercrest Baptist Church to relocate a portion of the church's sprinkler system and a light pole that is located on a recently-purchased right-of-way parcel. Total cost for both projects is \$15,328. Funds are available in Account 311.48311.770.422.
- 5 Bid for Recreation Center roof maintenance. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from J. D. Ventures, LLC in the amount of \$177,185, plus a contingency amount of \$10,000 for a total cost of \$187,185.00. Additionally, this project requires construction management, which will be provided by RossWitt for a cost of \$3,620. The total cost of this project will be \$190,805. Funds are available in Account 311.48311.780.54317.
- 6 Bid for Buckhead Creek sewer project. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest alternate bid from ENSCOR, LLC in the amount of \$261,233.80, plus a contingency amount of \$30,000 for a total cost of \$291,233.80. Funds are available in Account 312.48312.780.81915.
- 7 Pictometry contract with Shelby County. (Rick McClanahan, Director of Engineering)**
Authorize payment of \$12,097.92 to Shelby County for the provision of pictometry aerials.
Funds are available in Account 123.48123.264.

- 8 Authorization to sign contract with Federal Emergency Management Agency for Hazard Mitigation. (Rick McClanahan, Director of Engineering)**
Authorize the Mayor to sign two FEMA contracts for Hazard Mitigation. Projects will be reimbursed by State and Federal governments totaling \$421,500.
- 9 Site plan contract for Resource Label Group. (Rick McClanahan, Director of Engineering)**
The Developer, Agracel, Inc. will pay \$14,789.81 in city fees. The bond is set at \$114,649.47.

NEW BUSINESS

I Appoint members to Board of Zoning Appeals. (A. Keith McDonald, Mayor)

Stan Burton and Jeremy Stafford were appointed to new terms that will expire December 31, 2018.

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

2 Resolution 09-17, a resolution to amend the Fiscal Year 2017 Grants Fund Budget to provide funding and appropriations for FEMA/TEMA Hazard Mitigation Grants. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution appropriates funds for the two projects in Consent Agenda Item 8.

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

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 7:07 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

**TUESDAY, MARCH 14, 2017 - BARTLETT STATION MUNICIPAL CENTER,
COMM ROOM A - 7:00 PM**

CALL TO ORDER

Mayor A. Keith McDonald: Absent, 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 Vice Mayor Jack Young

FUTURE MEETINGS

Bartlett Board of Education Work Session, March 16 at 7 p.m.

Historic Preservation Commission, March 20 at 7 p.m.

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

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

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

Bartlett Board of Education, March 23 at 7 p.m.

RECOGNITIONS

The Board recognized a Boy Scout from Troop 368. He attended to earn his Communications Merit Badge.

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

MINUTES ACCEPTANCE

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

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

Minutes Acceptance: Minutes of Mar 14, 2017 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

1. **Ordinance 17-01, an ordinance to amend Title 13, Chapter I, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations.**

No one spoke in favor or in opposition of Ordinance 17-01.

Adjourned at 7:05 p.m.

2. **Ordinance 17-02, an ordinance to amend Title 13, Chapter I, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification.**

No one spoke in favor or in opposition.

Adjourned 7:06 p.m.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 17-01, an ordinance to amend Title 13, Chapter I, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations. (Jim Brown, Director of Code Enforcement)**

Mr. Brown stated that this ordinance amendment will reduce the appeal process from 20 days to 10 days.

RESULT:	APPROVED ON THIRD AND FINAL READING [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 2 **Third Reading of Ordinance 17-02, an ordinance to amend Title 13, Chapter I, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification. (Jim Brown, Director of Code Enforcement)**

Mr. Brown stated that this ordinance amendment clarifies how the Code Enforcement Department notifies citizens regarding a violation.

RESULT:	APPROVED ON THIRD AND FINAL READING [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- 1 Special event permit for Bartlett Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The event will be held between 7 and 10 p.m. on Fridays June 2, June 16, July 14, and July 28 at W. J. Freeman Park. Rain dates will be June 9, June 23, July 21, and August 4.
- 2 Special event permit for Ellendale Baptist's Easter Egg Hunt. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 15 from 2 to 4 p.m. at Ellendale Baptist Church.
- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twenty-two items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 4 Replacement of water well pump. (Rick McClanahan, Director of Engineering)**
Recommend purchasing and installing a new water well pump from Layne, a sole-source provider, at a total cost of \$51,920.00. Funds are available in Account 510.51200.262.
- 5 Bid for four self-contained breathing apparatus, 10 face masks and 14 spare bottles. (Terry Wiggins, Fire Chief)**
Recommend accepting the sole bid from NAFECO in the amount of \$29,256.00 for four self-contained breathing apparatus, 10 face masks and 14 spare bottles. Funds are available in Account 110.42200.939.
- 6 Bid for Singleton Community Center roof maintenance. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lower bid from Accent Roofing in the amount of \$69,427.00, plus a contingency amount of \$5,000.00 for a cost of \$74,427.00. Additionally, this project requires construction management, which will be provided by RossWitt for a cost of \$2,770. The total cost of this project will be \$77,197.00. Funds are available in Account 110.44100.921.

NEW BUSINESS

There is no new business.

Minutes Acceptance: Minutes of Mar 14, 2017 7:00 PM (MINUTES ACCEPTANCE)

OPEN DISCUSSION

Joe Walker, 5784 Michael Barton Cove, invited the public to take part in the fourth annual Mayor's Youth Council bowling tournament on Sunday, April 2 at Andy B's. All funds raised will be donated to the local chapter of the National Multiple Sclerosis Society.

ADJOURNMENT

Meeting adjourned at 7:10 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Mar 14, 2017 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/28/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Oak Elementary 5K Run.

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



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425

3573 Oak Road 38135
 Address Zip Code

May 12, 2017 4pm - 10pm
 Dates of the Event Hours of the Event

5K Run/Walk Fundraiser
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Property Owner
Oak Elementary PTO c/o Meredith Flores
 Special Event Permit Applicant Address of Applicant

901-373-2646 901-373-1415
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

☒ Letter of Permission

☒ Insurance

☐ Tents (Fire Retardant letter included)

☒ Special Event Checklist

☒ Map

☒ Sign or Banner

 \$60.00 Special Event Fee
 \$4.00 Permit Issuing Fee

 Total

Meredith Flores 3-13-17
 Responsible Person Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: 4th Annual Running of the Rams 5K
 Location: Oak Elementary School
 Dates: Friday, May 12, 2017 4pm - 10pm
 Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section I of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	see map enclosed
2	✓			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	see map enclosed
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	Friday, May 12, 2017 4-10pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			✓	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		✓		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		✓		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		✓		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17	✓			<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	Portable Toilets: see enclosed map
18	✓			<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	Stage w/ music see enclosed map

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	BPD will be closing part of Oak Rd + Andrews Rd in sections due to runners. See enclosed map.
21	✓			<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	Copy enclosed

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22	✓		Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	
24	✓		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25	✓		Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		✓	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	
28	✓		Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	see enclosed approval.
32	✓			Description of the site on which the proposed event is to be held.	see enclosed site map
33	✓			Date of the proposed event.	
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	see enclosed sponsorship information
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	see enclosed site map
36	✓			Location and number of proposed temporary public toilets.	see enclosed site map
37		✓		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	Water coolers + Bottle water will be available
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	✓		The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		✓	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	✓		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	✓		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	✓		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	✓		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



March 6, 2017

To Whom It May Concern:

Due to this event being a fundraiser for Oak Elementary School to assist in the purchasing of items for the Fine Arts & P.E. Program for the school, would you please consider waiving the "Special Event Fee" and the "Permit Issuing Fee"?

Thank you very much!

Meredith Flores
Oak Elementary PTO VP Programs
5K Race Director

3573 Oak Road, Bartlett, TN 38135
Phone Number: (901) 373-2646
<http://oes.bartlettschools.org/>

Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-SPRING 2017 (2044 : Oak Elementary 5K Run/Walk Fundraiser)



March 13, 2017

To: Oak Elementary PTO

Re: Property Approval for
4th Annual Running of the Ram 5K

To Whom It May Concern:

I grant permission for Oak Elementary PTO to host the "4th annual Running of the Rams 5K" event on the property of Oak Elementary School located on 3573 Oak Road in Bartlett, TN on May 12, 2017 from 4:00pm-10:00pm.

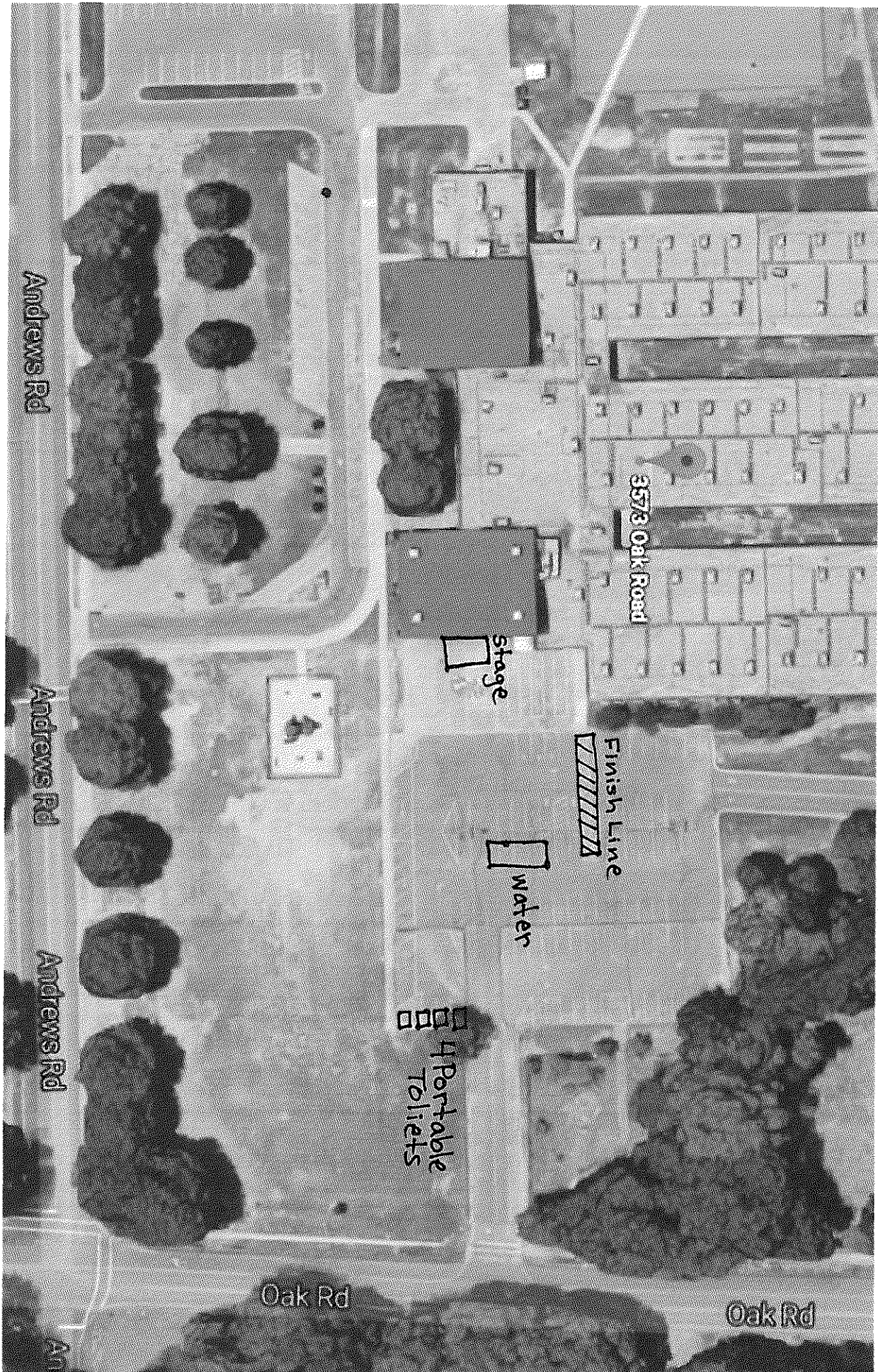
Sincerely,

Marie F. DeLockery
Principal

3573 Oak Road, Bartlett, TN 38135
Phone Number: (901) 373-2646
<http://oes.bartlettschools.org/>

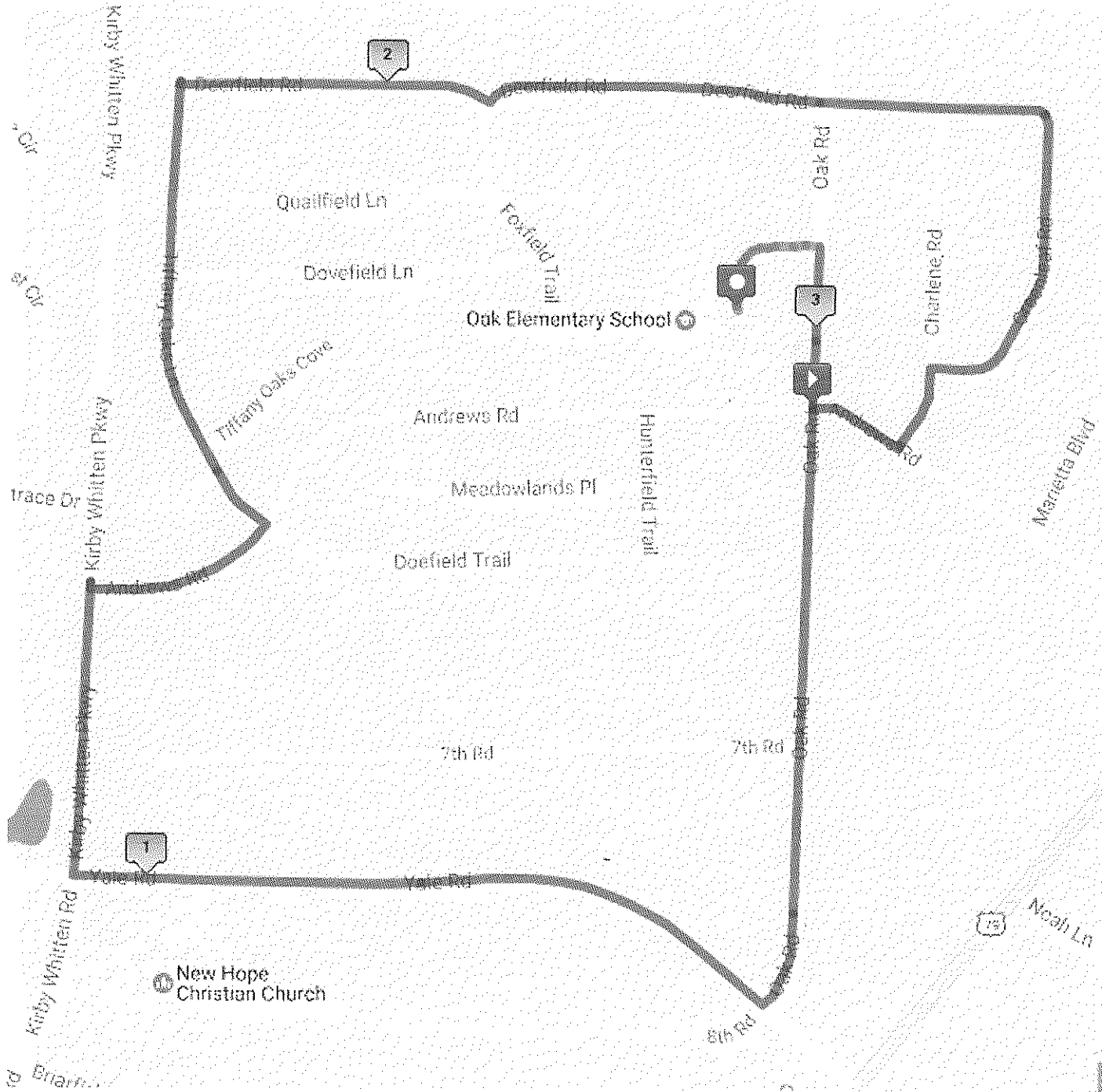
Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-SPRING 2017 (2044 : Oak Elementary 5K Run/Walk Fundraiser)

Site Map: Oak Elementary School 3573 Oak Road, Bartlett



4th Running of the Rams 5K Course Route

May 12, 2017 6:30pm



M Flores

BPD approval

From: "Jeff Cox" <jcox@bartlettspolice.org>
To: "M Flores" <jmflores6@comcast.net>
Sent: Monday, March 06, 2017 11:56 AM
Subject: RE: 5K Course Approval

Approved. Let me know when everything is approved. Have a great day

Sent via the Samsung Galaxy Note® 4, an AT&T 4G LTE smartphone

----- Original message -----

From: M Flores <jmflores6@comcast.net>
Date: 3/6/17 9:43 AM (GMT-06:00)
To: Jeff Cox <jcox@bartlettspolice.org>
Subject: 5K Course Approval

Inspector Cox:

I am in the process in getting my paperwork together for approval for my city permit for our 4th Annual Running of the Rams 5K that is hosted by Oak Elementary PTO. Attached is a map of the 5K course that will be ran on Friday, May 12, 2017 at 6:30pm in the evening... same course as last year. It will start on Oak Rd and go south to Yale Rd and finish off the Oak Rd in Oak Elementary side parking lot. Last year we had over 600 runners/walkers.

I would appreciate your approval so I may submit it to the City of Bartlett with my Special Event Permit application. Please let me know if you have any questions.

Than you!
Meredith Flores
Race Director
Oak Elementary PTO VP Programs
901-262-5101

Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-SPRING 2017 (2044 : Oak Elementary 5K Run/Walk Fundraiser)



Association Insurance Management, Inc.
your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

3/6/17

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN152012

NAMED INSURED MEMBER:

Oak Elementary PTO
Attn: Meribeth Morton or Current Officer
3573 Oak Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	PTP0009493	10/1/16 - 10/1/17	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Medical Payments	PTP0009493	10/1/16 - 10/1/17	\$ 0	Any One Person	\$25,000
				Aggregate	\$25,000
Tudor Insurance Company / Non-profit Prof Liability (Officers Liability)*	PTP0009494	10/1/16 - 10/1/17	\$ 1,500	Aggregate	\$1,000,000
	Retro-active Effective Date:	10/1/15			
Tudor Insurance Company / Comm'l Crime & Fidelity (Bond)	PGP0868309	10/1/16 - 10/1/17	\$ 250	Each Occurrence	\$50,000
Tudor Insurance Company / Inland Marine (Bus. Personal Property)	PGP0868310	10/1/16 - 10/1/17	\$ 250	Each Occurrence	\$10,000

City of Bartlett is added as an additional insured for General Liability only.

Event: Running of the Rams 5K Run/Walk
Date of Event: May 12, 2017 3 PM - 10 PM

Certificate Holder:

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-SPRING 2017 (2044 : Oak Elementary 5K Run/Walk Fundraiser)



Association Insurance Management, Inc.
your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

3/6/17

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN152012

NAMED INSURED MEMBER:

Oak Elementary PTO
Attn: Meribeth Morton or Current Officer
3573 Oak Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	PTP0009493	10/1/16 - 10/1/17	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Medical Payments	PTP0009493	10/1/16 - 10/1/17	\$ 0	Any One Person	\$25,000
				Aggregate	\$25,000
Tudor Insurance Company / Non-profit Prof Liability (Officers Liability)*	PTP0009494	10/1/16 - 10/1/17	\$ 1,500	Aggregate	\$1,000,000
	Retro-active Effective Date:	10/1/15			
Tudor Insurance Company / Comm'l Crime & Fidelity (Bond)	PGP0868309	10/1/16 - 10/1/17	\$ 250	Each Occurrence	\$50,000
Tudor Insurance Company / Inland Marine (Bus. Personal Property)	PGP0868310	10/1/16 - 10/1/17	\$ 250	Each Occurrence	\$10,000

Bartlett City Schools is added as an additional insured for General Liability only.

Event: Running of the Rams 5K Run/Walk
Date of Event: May 12, 2017 3 PM - 10 PM

Certificate Holder:

Bartlett City Schools
5650 Woodlawn Street
Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

SPONSORSHIP INFORMATION



4TH ANNUAL RUNNING OF THE RAMS 5K
FRIDAY, MAY 12, 2017 AT 6:30PM
WWW.RUNNINGOFTHERAMS.RACESONLINE.COM

OAK ELEMENTARY SCHOOL
3573 OAK ROAD
BARTLETT, TN 38135
HOME OF THE RAMS
<http://oes.bartlettschools.org/>

EVENT DESCRIPTION:

The Running of the Rams 5K Run is hosted by Oak Elementary PTO. This is our 4th year in hosting the 5K! From 2014-2016, we have averaged 790 registered participants. The Running of the Rams 5K is successful due to the financial support from our generous sponsors. Our past sponsors are visibly recognized in our school to students, parents, and guests alike to show our appreciation for their support. A list of our gracious sponsors can be seen online, along with a link to their website at www.RunningOfTheRams.RacesOnline.com.

The 2017 Running of the Rams 5K will assist Oak Elementary in raising funds for their Fine Arts and PE Programs which will benefit the students of Oak. The 5K Run is designed to be a "family friendly" event in which young and old, beginner and advanced runners can participate. There will be food, music, awards, and more.

WHEN:

Friday, May 12, 2017 at 6:30pm

WHERE:

Oak Elementary School
3573 Oak Road
Bartlett, TN 38135

REGISTRATION INFORMATION:

	Through 5/1/17	After 5/1/17
5K Runner/Walker	\$23	\$28
Children 17 & under	\$18	\$23
Ghost Runner w/ shirt	\$15	\$20
Ghost Runner w/out shirt	\$15	\$20

DISCOUNTS:

MRTC Members (Member ID#) \$2

AWARDS:

Finisher Medals for all registered participants that cross finish line

Overall - Top Male and Female Participant

Masters - Top Male and Female Participant

Grandmaster - Top Male and Female Participant

Wheelchair - Top Male and Female Participant

*Overall Winners are not eligible for age division awards

AGE DIVISION:

6 and under, 7-8, 9-10, 11-12, 13-15, 16-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49,
50-54, 55-59, 60-64, 65-69, 70 and over

CHIP TIMING:

Memphis Runners Track Club (MRTC) will provide chip timing for all runners and walkers. Runners will instantly see their results on a large flat screen TV as they cross the finish line.

SPONSORING OPPORTUNITIES

PLATINUM (\$3000 DONATION)

- Company logo prominently displayed on all marketing materials.
- Company logo prominently displayed on race shirt, website (link), & flyer.
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at three Mile Marker Signs & one Water Table Sign
- Recognition from stage by MC as the Platinum sponsor
- Promotional Table at the event
- Opportunity to donate company items for participant goody bags with your monetary donation
- 10 complimentary race entries & shirts

GOLD (\$1000 DONATION)

- Company logo on race shirt, website (link), & flyer
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at three Mile Marker Signs
- Recognition from stage by MC as a Gold sponsor
- Promotional Table at the event
- Opportunity to donate company items for participant goody bags with your monetary donation
- 5 complimentary race entries & shirts

SILVER (\$500 DONATION)

- Company logo on race shirt, website (link), & flyer
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at one Water Table
- Opportunity to donate company items for participant goody bags with your monetary donation
- 3 complimentary race entries & shirts

BRONZE (\$250 DONATION)

- Company name on race shirt, website (link), & flyer
- Company name on banner inside of school one month prior to race day
- Opportunity to donate company items for participant goody bags with your monetary donation
- 2 complimentary race entries & shirts

IN-KIND DONATION

The donation of products or services in which we will assign you the appropriate sponsor incentives according to the value of your donation, but you will be recognized as an In-Kind Donor.

SPONSOR CONTRACT



Company/Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Sponsor Name (as it should appear in print): _____

Web Address to link for Advertising purposes: _____

Name of Oak Teacher/Employee who motivated you to Donate: _____

SPONSORSHIP OPPORTUNITIES:

☐ Platinum Sponsor \$3000

☐ Gold Sponsor \$1000

☐ Silver Sponsor \$500

☐ Bronze Sponsor \$250

☐ In-Kind Donation Value \$ _____

Description: _____

TOTAL SPONSOR DONATION: \$ _____

CHECK #: _____ (Payable to Oak Elementary PTO)

ALL DONATIONS ARE TAX DEDUCTIBLE!

PLEASE RETURN THIS SPONSOR CONTRACT TO:

Oak Elementary School PTO

ATTN: Meredith Flores, 5K

3573 Oak Road

Bartlett, TN 38135

Office: 901-373-2646

For additional information or questions, please contact Meredith Flores, 5K Race Director, via email at Jmflores6@comcast.net. Deadline to return Sponsor Contract with your donation is **March 1, 2017**.

Thank you so much for sponsoring the 4th annual "Running of the Rams 5K" at Oak Elementary School.

Your gift will benefit their Fine Arts and PE Programs.

Your donation is greatly appreciated!

**Board of Mayor and Aldermen**

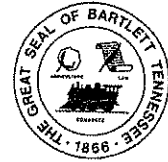
6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/28/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stomp Out Hunger 5K Run.

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



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

Bartlett United Methodist
 Church 5676 Stage Road
 Address

38134
 Zip Code

April 15, 2017
 Dates of the Event

2pm-4pm
 Hours of the Event

fund raiser / awareness run / walk
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett United Methodist Church
 Property Owner

meagan Stevenson
 Special Event Permit Applicant

3310 Nancy Lane, Bartlett TN, 38134
 Address of Applicant

(901) 606-9322
 Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ☒ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☒ Letter of Permission
☐ Insurance
☐ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☐ Sign or Banner

☒ \$60.00 Special Event Fee
☒ \$4.00 Permit Issuing Fee

\$64.00 Total

meagan Stevenson
 Responsible Person

march 19, 2017
 Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: 5K Run

Location: Bartlett United Methodist Church (back parking lot)

Dates: April 15, 2017

Type of special event: (Check one.)

☒ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☐ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	X			<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2		X		For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5			X	The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		X		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		X		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	one day event
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		X		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14		X		<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		X		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		X		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20		X		<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		X		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A	*	Comments
22		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event.	
34	X			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35		X		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		X		Location and number of proposed temporary public toilets.	
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		X		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

• Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39			A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41			An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

March 20, 2017

Dear City of Bartlett,

My name is Meagan Stevenson. Last year, I applied for a special event permit in order to hold a community wide five kilometer walk, the Stomp Out Hunger 5k. This public event raised awareness of the local and global issue of hunger, as well as raised over 1800 cans of food for the Mid-South Food Bank. The SOH5k was a huge success, but unfortunately, hunger persists. One in nine people in the world suffer from food insecurity; in Shelby County, about one in four people suffer from food insecurity. We all currently live in a world in which a child starves to death every ten seconds. All this being stated, it would be greatly appreciated by my team and I, and all those benefitting from this event, if the City of Bartlett would grant us another special event permit for this year's Stomp Out Hunger 5k. Our race committee, comprised of six high school students including myself, has put in a great deal of work this year in order to prepare for the event, as our goal this year is a hopeful 5000 cans of food. We have received approval from Bartlett United Methodist Church, advertised throughout the community, and received proper insurance coverage. This event is very important to many people; those who are suffering from hunger, and those who have learned of its effects and are dedicated to ending it. The issue of world hunger is overwhelming, but if we all contribute to the cause, change can be made. I would like to personally thank the City of Bartlett for the opportunity to hold this event as of last year, and for the change you can allow us to make this year.

Very Respectfully,
Meagan Stevenson



Attachment: BUMC-STOMP OUT HUNGER-5676 STAGE RD-2017 (2045 : Stomp Out Hunger 5K Fundraiser)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/)
03/08/2017

6.2.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peterson Insurance Services 8046 N Brother Blvd Suite 101 Bartlett, TN 38133	CONTACT NAME: Gail Morris	
	PHONE (A/C, No, Ext): 901-302-4728 FAX (A/C, No): 901-386-4614 E-MAIL: gail@peterson-insurance.com ADDRESS: gail@peterson-insurance.com	
INSURED Bartlett United Methodist 5676 Stage Rd Bartlett, TN 38134	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Erie Insurance Exchange	
	INSURER B: Benchmark Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

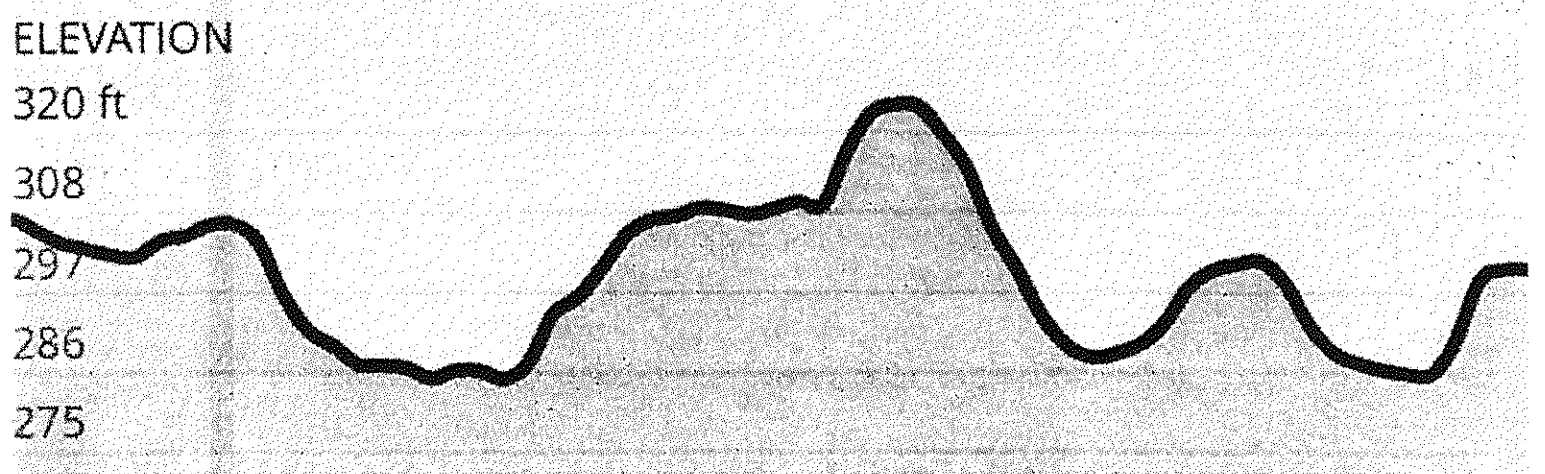
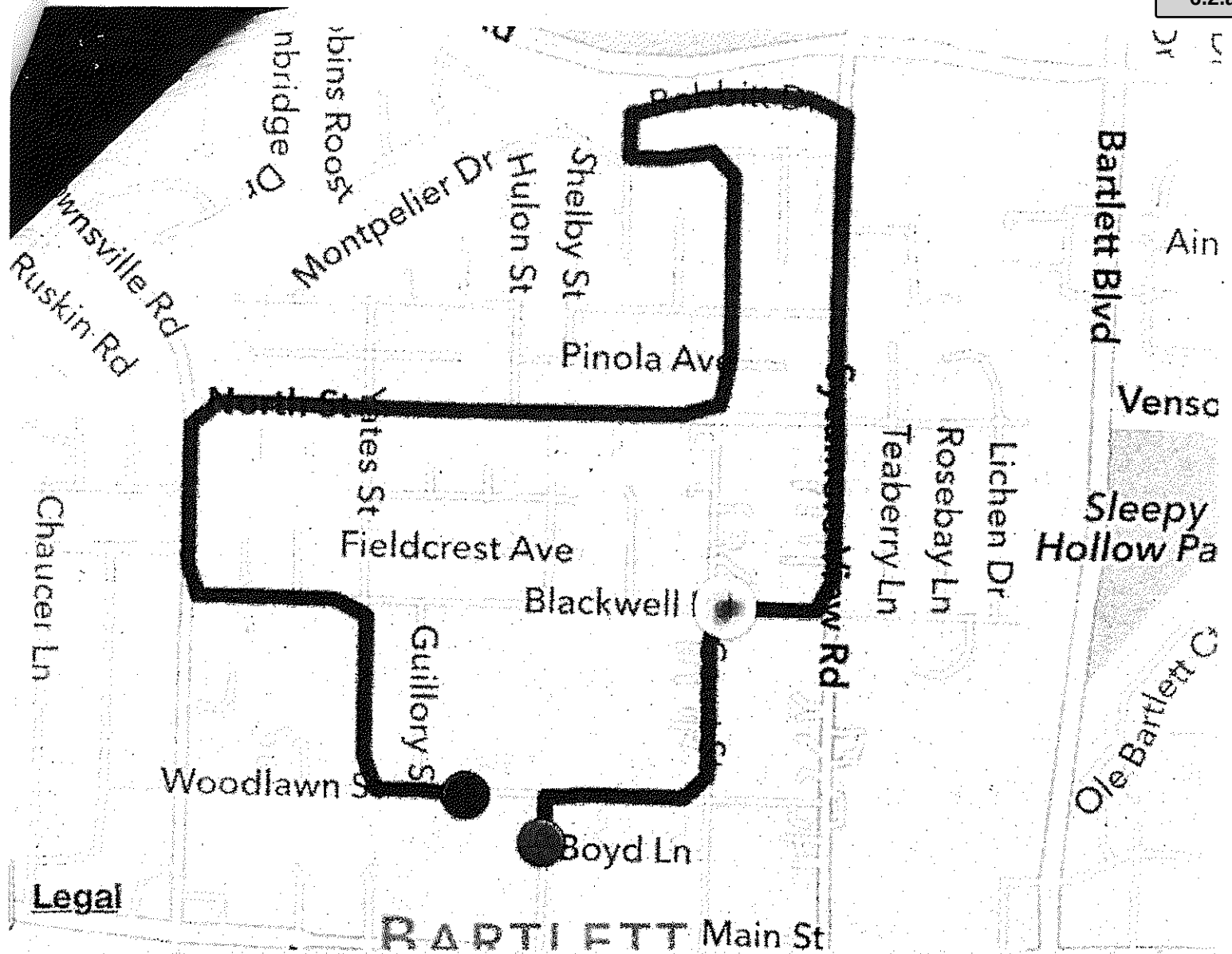
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			Q48 1350615	12/13/2016	12/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			Q 121330622	12/13/2016	12/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED RETENTION \$			Q 361370215	12/13/2016	12/13/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC044-0033055-2016	10/01/2016	10/01/2017	☒ PER STATUTE ☒ OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000

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

RE: 5k SOH (Stomp Out Hunger) scheduled for 04-15-2017 Additional Insured: City of Bartlett

CERTIFICATE HOLDER City of Bartlett Fax 385-6434 6382 Stage Road Bartlett, TN 38134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



GAIN

MAX

315 ft

MIN

+66



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to purchase Right-of-Way for the widening of Old Brownsville Road.

The following tracts have been negotiated and right-of-way offers have been accepted. Please authorize payments to:

Tract 26	Tommy & Dora Smith	\$49,181
Tract 25	Larry & Mary Terry	\$25,863
Tract 11	Jere R. Thompson	\$20,826
	TOTAL	\$95,870

Please authorize this purchase with funds to come from Old Brownsville Road Right-of-Way, Account 311.48311.770.422.

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

MOVER: David Parsons, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Reimburse Rivercrest Baptist Church for sprinkler and light relocation due to purchase of right-of-way.

The City of Bartlett purchased right-of-way from Rivercrest Baptist Church for the widening of Old Brownsville Road. Located within that right-of-way is part of the church's fire sprinkler system. Attached is a proposal from the church's contractor to relocate the sprinkler system from the purchased right-of-way to the church's property. This relocation will cost \$14,978.

There is also a light pole located within the recently purchased right-of-way. MLGW will relocate the light pole for \$350.

Sprinkler Relocation	\$14,978
Outside Light Relocation	\$ 350
Total Due Rivercrest Church	\$15,328

Please authorize this work and reimbursement to Rivercrest Baptist Church with funding to come from Account 311.48311.770.422.

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



6423 Shelby View Dr
Ste 107
MEMPHIS, TN 38134-7614
(901) 377 8020
FAX: (901) 388 1756
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Rivercrest Baptist Church
5900 Old Brownsville Rd
BARTLETT, TN 38135-0717

Project: Rivercrest PIV Relocate
Customer Reference:
SimplexGrinnell Reference: 996945901
Date: 03/10/2017
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Comments

**Rivercrest Baptist Church
5900 Old Brownsville Rd
Bartlett, TN 38135**

Provide labor and materials to perform the following scope of work listed below:

Relocate the existing PIV Control Valve and Fire Hydrant for Rivercrest Baptist Church located at 5900 Old Brownsville Rd. Bartlett, TN to allow for the widening of Old Brownsville Rd. The existing fire hydrant and post indicating valve is now in the path of the new road. SimplexGrinnell's proposal is for excavating the existing post indicator old valve and existing fire hydrant and removing from its current location. We will then tie the fire main back together at the point of the valve and hydrants removal with a 6" pipe sleeve and install 50 feet of new C900 Plastic pipe up to the grass area located in front of the Church and then reinstall the existing post indicator valve and existing fire hydrant at this location and then reconnect the new 6" line into the existing 4" line at this point where it runs into the Church building, our price also includes for installing bollards around fire hydrant and piv in their new location to prevent traffic damage, and for reconnecting the piv tamper alarm switch at its new location. Once valve and hydrant relocation has been completed we will then return water pressure to system and check for leaks. If no leaks or detected we will then backfill and tamp excavated area and return fire protection to full service.

Proposal Cost Structure:

Material:	\$	950.00
Labor:	\$	6,648.00
Price:	\$	7,598.00

Rivercrest Baptist Church Change Order:

SimplexGrinnell was not able to relocate using the existing pipe path as quoted in the above listed scope of work due to the existing fire sprinkler drawings being incorrect. Our below listed Change Order Price is for excavating and removing the existing fire hydrant and piv from their current locations and then tying the 6" line back together at this point with a 6" sleeve. We will then saw cut 80ft of the driveway and install 80ft of new C900 Plastic pipe to the point by where the Church's mail box is now located. We will at this point install a 6" tee and run a 6" line over into the grass medium by the mail box and install the fire hydrant and hydrant shut off valve at this location. We will then run 10ft from the 6" tee where the fire hydrant was set and then install the Post Indicating Valve. Once post indicator has been set we will then install pipe bollards around the piv to prevent damage from automobiles. Once valve and hydrant relocation has been completed we will then return water pressure to system and check for leaks. If no leaks or detected we will then backfill and tamp excavated area, pour a concrete patch over the driveway saw cut area and return fire protection to full service. Our price also includes for installing a new fire alarm line from the sprinkler valve house out to the piv in its new location to monitor the supervisory tamper switch.

C/O Cost Structure:

Material:	\$	2,500.00
Labor:	\$	4,880.00
Price:	\$	7,380.00
Total Price:	\$	14,978.00

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Rivercrest PIV Relocate
Customer Reference:
SimplexGrinnell Reference: 996945901
Date: 03/10/2017
Page 2 of 5

SimplexGrinnell Quotation

Comments (continued)

Clarifications and Exclusions:

- Our price includes all taxes.
- Our price has been based upon this work being performed during our normal business hours of 7:30am till 4:30pm, Monday through Friday with the exception of holidays.
- Our price includes for patching of the saw cut area of the asphalt driveway with a concrete patch.
- Our price does not include for any landscaping.
- Our price does not include any allowances for undercutting of unsuitable soils, replacement of unsuitable soils, removal of or offset around unknown underground obstructions, or relocating of any existing underground utilities. Repairs or replacement of unknown subsurface obstructions, wiring, piping, plumbing, gas lines, electrical lines.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Rivercrest PIV Relocate
Customer Reference:
SimplexGrinnell Reference: 996945901
Date: 03/10/2017
Page 3 of 5

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Rivercrest PIV Relocate
Customer Reference:
SimplexGrinnell Reference: 996945901
Date: 03/10/2017
Page 4 of 5

SALE AND INSTALLATION AGREEMENT

(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Rivercrest PIV Relocate
Customer Reference:
SimplexGrinnell Reference: 996945901
Date: 03/10/2017
Page 5 of 5

SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

©2006-8 SimplexGrinnell LP. All rights reserved.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 6423 Shelby View Dr Ste 107 MEMPHIS, TN 38134-7614 Telephone: (901) 377 8020 Fax: 901-388-1756 Representative: K. Joe Pou Email: kpou@simplexgrinnell.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
---	---

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Recreation Center roof maintenance.

The Bartlett Recreation Center Roof Maintenance Project was advertised in *The Daily News* on February 23, 2017. The contractors that picked up Bid Documents are as follows:

Affordable Construction
Carroll's Roofing
J. D. Ventures, LLC

On March 16, 2017 we received two bids for the construction of the **FY20107-02-039 Bartlett Recreation Center Roof Maintenance**. The apparent low bidder, J. D. Ventures, LLC submitted a total base bid of **\$177,185.00**. 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. It concluded that J.D. Ventures has submitted the lowest and best bid and recommend the bid be awarded to J. D. Ventures, in the base bid amount of \$177,185.00, plus an additional amount of **\$10,000.00** for items that may need to be added during construction. Total cost shall not exceed **\$187,185.00**. J. D. Ventures, LLC. has performed work for the City of Bartlett on other projects.

Funding is available in Account 311.48311.780.54317.

Bidder	Total Base Bid
J. D. Ventures, LLC	\$177,185.00
Carroll's Roofing & Construction, LLC	\$201,200.00

RossWitt, PLLC has submitted a proposal for the Construction Management of this roofing project at a fee of \$3,620.00. Please authorize this CEI contract. Funding is available in Account 311.48311.780.54317.

A copy of the bid book and a copy of the bid tabulation have been attached to this file.

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

BID TABULATION SHEET

BARTLETT RECREATION CENTER ROOF MAINTENANCE			
BIDDER	DESCRIPTION	DESCRIPTION	TOTAL BID PRICE
	Bartlett Recreation Center Roof Maintenance as per the plans and specifications	Allowance: Repairs to existing wooden or metal roof deck panels/decking	
J. D. Ventures, LLC	\$157,185.00	\$20,000.00	\$177,185.00
Carroll's Roofing & Construction, LLC	\$181,200.00	\$20,000.00	\$201,200.00

Attachment: bid tabulation (2042 : Bid for Bartlett Recreation Center Roof Maintenance)



March 20, 2017

Mr. Debbie Cairncross
Purchasing Department
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: City of Bartlett - FY 2017-02-039 Bartlett Recreation Center Roof Maintenance

Dear **Mrs. Cairncross**,

Two general contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on March 16, 2017 beginning at 2 pm. The apparent low bidder is J. D. Ventures LLC with a BASE BID of \$177,185.00. I have reviewed the bid and found it to be in order. As well, this company has previous experience with roof work at this location. Therefore, I recommend that their Bid be accepted and that J. D. Ventures LLC be awarded a construction contract in the amount of \$177,185.00 for **FY 2017-02-039 Bartlett Recreation Center Roof Maintenance**.

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

Thank you.

Sincerely,

Ross Witt, PLLC

A handwritten signature in blue ink, appearing to read "Ben Witt".

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

Cc Michael Goldberg
Shan Criswell
Wade Towles

Attachment: Bartlett Rec Roof Bid Recommendation (2042 : Bid for Bartlett Recreation Center Roof Maintenance)



March 20, 2017

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

RE: **Bartlett Recreation Center – Roof Maintenance**
RWAID No 17-117

Dear **Mr. Towles**,

Per your request, **Ross Witt, PLLC** proposes to provide Construction Administration services for the referenced project for a fee of \$3,620.00. This includes site visits, submittals, questions, change orders, final reviews, and closeout.

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

Thanks again and we look forward to hearing from you soon.

Sincerely,

Ross Witt, PLLC

Benjamin Witt, AIA
Principal Architect

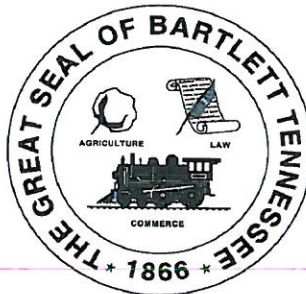
Approved by: _____, _____
Signature and title date

Attachment: Bart Rec Roof C A (2042 : Bid for Bartlett Recreation Center Roof Maintenance)

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 # FY2017-02-039

DUE: Thursday, March 16, 2017, no later than 2:00 p.m. (CST)

BARTLETT RECREATION CENTER ROOF MAINTENANCE

The City of Bartlett is seeking bids to complete Roof Maintenance at Bartlett Recreation Center in accordance to the following bid specifications.

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Table of Contents	TC-1
Notice to Bidders	NB-1
Instructions to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-9
Public Acts 109 Form	PA-1
Suspension and Debarment Certification Form	DCF-1 to DCF-3
Non-collusion Affidavit of Prime Bidder	NCA-1
Contract Monitoring	CM-1
Title VI Plan	Title VI -1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1
Bid Submittal Form	BSF-1
Bid Pricing Sheet	BPS-1
Bid Bond	BB-1 to BB-2
Notice of Award	NA-1
Performance Payment Bond	PPB-1 to PPB-3
Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-3

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **March 16, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2017-02-039 BARTLETT RECREATION CENTER ROOF MAINTENANCE**" and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org. A \$50.00 non-refundable deposit is required for a set of plans and specifications which are available at the Bartlett Engineering Office located at 6382 Stage Road. Make checks payable to the City of Bartlett. Information concerning the engineering specifications, please contact Ben Witt, RossWitt PLLC at 901-231-9488.

Please quote prices on attached sheet BPS-1

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

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of removal and replacement of existing roofing materials at certain areas of the Bartlett Recreation Center located at 7700 Flaherty Place, Bartlett TN. This will overlay the existing roof areas as designated on the plans.

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.

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

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

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

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

License: Name of Project – **FY2017-02-039 BARTLETT RECREATION CENTER ROOF MAINTENANCE**
 Date of Bid Opening – March 16, 2017
 Name of Contractor/Company
 Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum

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

5. **BID GUARANTY**

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

6. COLLUSIVE AGREEMENTS

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. March 16, 2017** 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.

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

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 thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

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

A.4 Business Automobile Liability Insurance - Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Submittals for the new construction shall be received within thirty (30) days after Notice to Proceed is issued and all work is to be completed with ninety (90) calendar days after Notice to Proceed.

E. 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.
Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.

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 is 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 re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$200.00 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 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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.

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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.

PUBLIC ACTS 109

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

BARTLETT RECREATION CENTER ROOF
Sealed Bid #: FY2017-02-039
Due Date: March 16, 2017

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price 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 **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

_____ (Title)

My commission expires _____ 20____.

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

BARTLETT RECREATION CENTER ROOF

Sealed Bid #: FY2017-02-039

Due Date: March 16, 2017

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

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

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

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator: Ted Archdeacon, Director of Personnel
City of Bartlett
901-385-6430
MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

BARTLETT RECREATION CENTER ROOF
Sealed Bid #: FY2017-02-039
Due Date: March 16, 2017

SPECIAL CONDITIONS

- All work done must be in accordance with the plans and specifications.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement prior to starting the project.
- Work shall be coordinated with Michael Goldberg, Facility Manager, or Mark Patterson, Facility Maintenance, phone 901-385-6470.
- The Bartlett Recreation Center is a very active building with children and citizens and the site must be kept neat and clean and free of any hazardous items.
- The Bartlett Recreation Center is located at 7700 Flaherty Place.

BARTLETT RECREATION CENTER ROOF
Sealed Bid #: FY2017-02-039
Due Date: March 16, 2017

BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work

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

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

BID PRICING SHEET

BARTLETT RECREATION CENTER ROOF MAINTENANCE					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Bartlett Recreation Center Roof Maintenance as per the plans and specifications	LS	1		
2	Allowance: Repairs to existing wooden or metal roof deck panels/decking				\$20,000.00
BARTLETT RECREATION CENTER ROOF MAINTENANCE BASE BID TOTAL PLUS ALLOWANCE					

Contractor shall submit with his bid estimate, the rates that will be charged for the work covered under the allowances per square foot. The work under the allowances shall consist of the removal and replacement of deteriorated steel or wooden deck panels or decking, sufficient to allow for the proper installation of the new roof. Areas to be removed and replaced shall be as directed by the City Engineer.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
1.	Metal roof decking or panels	square foot	_____
2.	Wooden roof decking or panels	square foot	_____

Base Bid plus Allowance for the Bartlett Recreation Center Roof Maintenance in Words:

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ As Principal, and
 _____ as Surety, are hereby held and firmly bound
 unto _____ as OWNER in the penal sum of _____
 5% of BID _____ for the payment of which, well and truly to be
 made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain
 BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

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

BB-1

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

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.

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

NOTICE OF AWARD

To:

PROJECT Description: FY2017-02-039 BARTLETT RECREATION CENTER ROOF MAINTENANCE

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2017 and Information for Bidders.

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

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2017.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

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

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

BARTLETT RECREATION CENTER ROOF MAINTENANCE

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

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

PPB-1

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

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

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

ATTEST:

 Print Name

 Principal

By: _____ (s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

BARTLETT RECREATION CENTER ROOF
Sealed Bid #: FY2017-02-039
Due Date: March 16, 2017

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.

PPB-3

Attachment: BARTLETT RECREATION CENTER ROOF MAINTENANCE--SCANNED--COLOR (2042 : Bid for Bartlett Recreation Center Roof

BARTLETT RECREATION CENTER ROOF
 Sealed Bid #: FY2017-02-039
 Due Date: March 16, 2017

NOTICE TO PROCEED

TO:

PROJECT: FY2017-02-039 BARTLETT RECREATION CENTER ROOF MAINTENANCE

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2017, on or before _____, 2017 and you are to complete the WORK within 90 (ninety) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2017.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

NP-1

Attachment: BARTLETT RECREATION CENTER ROOF MAINTENANCE--SCANNED--COLOR (2042 : Bid for Bartlett Recreation Center Roof

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017 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 FY2017-02-039 BARTLETT RECREATION CENTER ROOF MAINTENANCE
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 ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

(M) DRAWINGS/SPECIFICATIONS prepared or issued by ROSS WITT PLLC and Date February 21, 2017.

(N) ADDENDA:

NO. _____, Dated _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

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.
11. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
12. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

BARTLETT RECREATION CENTER ROOF

Sealed Bid #: FY2017-02-039

Due Date: March 16, 2017

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 McDonaldTITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CA-3

ELLIS ROAD IMPROVEMENTS
 Sealed Bid #: FY2017-XX-XXX
 Due Date: Month XX, 2017

BID PROPOSAL SHEET (CONT.)

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
39	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100 ✓		
40	WARNING LIGHTS (TYPE "A")	EACH	150 ✓		
41	SIGNS (CONSTRUCTION)	S.F.	300 ✓		
42	SIGNS (PERMANENT)	EACH	4		
43	TYPE III BARRICADE	L.F.	40 ✓		
44	PAINTED PAVEMENT MARKING (4" BARRIER LINE)	L.F.	3,600 ✓		
45	PAINTED PAVEMENT MARKING (CROSS-WALK)	L.F.	350 ✓		
46	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	175 ✓		
47	SODDING (NEW SOD)	S.Y.	4,400 ✓		
48	WATER (SEEDING & SODDING)	M.G.	4 ✓		
Total Base Roadway Items—Bid					

BPS-3

ELLIS ROAD IMPROVEMENTS
 Sealed Bid #: FY2017-XX-XXX
 Due Date: Month XX, 2017

BID PROPOSAL SHEET - ALTERNATE

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
9A	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	90 ✓		
10A	WATER	M.G.	4 ✓		
16A	CURB INLET PROTECTION (TYPE 1)	EACH	1 ✓		
18A	MINERAL AGGREGATE (A-CBC)	TON	350		
19A	PORTLAND CEMENT (A-CBC)	TON	14		
20A	BITUMINOUS MATERIAL (A-CBC)	TON	1		
21A	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	45		
22A	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1		
23A	AGGREGATE FOR COVER MATERIAL (PC)	TON	4		
25A	ACS MIX (PG64-22) GRADING D RDWY	TON	80		
27A	CURB AND GUTTER-(6-30 CURB)	L.F.	450		
30A	CONCRETE SIDEWALK (4")	S.Y.	260		
35A	6-72 INLET--WITH FRAME AND GRATE	EACH	1		
45A	PAINTED PAVEMENT MARKING (4" BARRIER LINE)	L.F.	450		
49A	PAINTED PAVEMENT MARKING (WORD "ONLY")	EACH	1		
50A	PAINTED PAVEMENT MARKING (RIGHT TURN ARROW)	EACH	2		
51A	PAINTED PAVEMENT MARKING (LEFT TURN ARROW)	EACH	1		
Total Alternate Bid					

BPS-6

Attachment: BARTLETT RECREATION CENTER ROOF MAINTENANCE--SCANNED--COLOR (2042 : Bid for Bartlett Recreation Center Roof

ELLIS ROAD IMPROVEMENTS
 Sealed Bid #: FY2017-XX-XXX
 Due Date: Month XX, 2017

BID PROPOSAL SHEET - ALTERNATE (CONT.)

Total Alternate Bid in Words:

Note: The City of Bartlett will include the work listed in the Alternate bid only if funding is available. The cost of the items listed under the Alternate Bid is the responsibility of the developer of the Windsor Park Subdivision. All costs shall be paid for by the developer but the work shall be done in conjunction and under the approval of the City of Bartlett.

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

BP[S-7

ELLIS ROAD IMPROVEMENTS
 Sealed Bid #: FY2017-XX-XXX
 Due Date: Month XX, 2017

BID PROPOSAL SHEET –WATER ITEMS

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	2" PVC WATER LINE FOR TEMPORARY WATER SERVICES ✓	L.F.	800		
2	REMOVAL OF THE 2" PVC WATER LINE FOR TEMPORARY WATER SERVICES ✓	L.F.	800		
3	16" DIP WATER LINE--NEW ✓	L.F.	700		
4	REMOVAL OF THE EXISTING 16" DIP WATER LINE ✓	L.F.	600		
5	16" INSERTION VALVE	EACH	2		
6	16" X 16" TAP TEE AND VALVE	EACH	2		
7	VALVE BOX	EACH	4		
8	16" BEND--90 DEGREES	EACH	2		
9	16" PLUG	EACH	2		
10	NEW 3/4" TAP AND TEMPORARY WATER SERVICE FOR 8615 ELLIS ROAD--OFF OF THE TEMPORARY 2" PVC WATER LINE--PAYNE	EACH	1		
11	NEW 3/4" TAP AND TEMPORARY WATER SERVICE FOR 8621/8641 ELLIS ROAD--OFF OF THE TEMPORARY 2" PVC WATER LINE--SETTLES	EACH	1		
12	NEW 3/4" TAP AND TEMPORARY WATER SERVICE FOR 8657 ELLIS ROAD--OFF OF THE TEMPORARY 2" PVC WATER LINE--HULL	EACH	1		

ELLIS ROAD IMPROVEMENTS
 Sealed Bid #: FY2017-XX-XXX
 Due Date: Month XX, 2017

BID PROPOSAL SHEET –WATER ITEMS

13	NEW 3/4" TAP AND TEMPORARY WATER SERVICE FOR 8673 ELLIS ROAD--OFF OF THE TEMPORARY 2" PVC WATER LINE--BREWER	EACH	1		
14	NEW 3/4" TAP AND PERMANENT WATER SERVICE FOR 8615 ELLIS ROAD--OFF OF THE NEW 16" DIP WATER LINE--PAYNE	EACH	1		
15	NEW 3/4" TAP AND PERMANENT WATER SERVICE FOR 8615 ELLIS ROAD--OFF OF THE NEW 16" DIP WATER LINE--SETTLES	EACH	1		
16	NEW 3/4" TAP AND PERMANENT WATER SERVICE FOR 8615 ELLIS ROAD--OFF OF THE NEW 16" DIP WATER LINE--HULL	EACH	1		
17	NEW 3/4" TAP AND PERMANENT WATER SERVICE FOR 8615 ELLIS ROAD--OFF OF THE NEW 16" DIP WATER LINE--BREWER	EACH	1		
Total Base Roadway Items—Bid					

Total Base Bid in Words:

Note: The City of Bartlett intends to do all of the work listed in the base bid.

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

BPS-5



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: Wade Towles

Bid for Buckhead Creek sewer project.

The Buckhead Creek Sewer Project 2017 was advertised in *The Daily News* on Thursday, January 26, 2017. The contractors that picked up Bid Documents are as follows:

Argo Construction
B & C Construction
D & E Construction
Delgado General Corp.
Dozertrax USA, LLC
ENSCOR, LLC
Marbury Construction, LLC
Northwest Contracting
Scott Contractors
VuConn, LLC
W & T Contracting Corp.

On Tuesday, February 28, 2017 we received nine bids for the construction of the FY2017-02-033 Buckhead Creek Sewer Project 2017. The bids received are attached for your review. The apparent low bidder, Encor, LLC, submitted a total alternate bid of \$261,233.80. Based on the bid prices submitted, I recommend awarding this project to Encor, LLC in the **alternate bid** amount of \$261,233.80 plus an additional amount of \$30,000.00 for items that may need to be added during construction. Total cost shall not exceed \$291,233.80. Encor, LLC has performed work for the City of Bartlett on other projects and is currently working on a section of the Shadowlawn Road Sewer Project.

Funding is available in Account 312.48312.780.81915

Bidder	Total Alternate Bid
Argo Construction	\$317,982.50
B and C Construction	\$349,175.00
D and E Construction	\$326,365.00
Delagado General Corp	\$363,625.00
Dozertrax USA, LLC	\$432,678.00
Encor, LLC	\$261,233.80
Marbury Construction, LLC	\$321,029.50
Northwest Contracting	\$299,482.00

W and T Contracting Corp	\$421,013.00
--------------------------	--------------

Copies of the bid document and bid tabulation are located in the Alderman's Conference Room. These documents have also been attached to this file.

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

MOVER: David Parsons, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young

BUCKHEAD CREW SEWER PROJECT 2017
BASE BID RESULTS

BUCKHEAD CREEK SEWER PROJECT 2016 BASE BID				ARGO		B and C		D AND E		DELAGADO		DOZERTRAX		ENSCOR		MARBURY		NORTHWEST		W AND T			
Item No.	Description	UNIT	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL		
1	Mobilization	LS	1	\$ 25,000.00	\$25,000.00	\$ 15,000.00	\$15,000.00	\$ 9,200.00	\$9,200.00	\$ 5,000.00	\$5,000.00	\$ 15,000.00	\$15,000.00	\$ 10,000.00	\$10,000.00	\$ 20,500.00	\$20,500.00	\$ 12,150.00	\$12,150.00	\$ 20,000.00	\$20,000.00		
2	Clearing & Grubbing	LS	1	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 2,580.00	\$2,580.00	\$ 12,800.00	\$12,800.00	\$ 7,500.00	\$7,500.00	\$ 3,000.00	\$3,000.00	\$ 15,000.00	\$15,000.00	\$ 10,000.00	\$10,000.00		
3	Traffic Control	LS	1	\$ 2,500.00	\$2,500.00	\$ 5,000.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 2,850.00	\$2,850.00	\$ 5,500.00	\$5,500.00	\$ 1,000.00	\$1,000.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 5,000.00	\$5,000.00		
4	Erosion Control--Type C Fence with metal posts	LF	3,500	\$ 2.85	\$9,975.00	\$ 4.00	\$14,000.00	\$ 4.10	\$14,350.00	\$ 3.80	\$13,300.00	\$ 3.50	\$12,250.00	\$ 3.50	\$12,250.00	\$ 3.75	\$13,125.00	\$ 3.50	\$12,250.00	\$ 8.00	\$28,000.00		
5	Rock Check Dam	EA	1	\$ 900.00	\$900.00	\$ 750.00	\$750.00	\$ 750.00	\$750.00	\$ 2,500.00	\$2,500.00	\$ 650.00	\$650.00	\$ 100.00	\$100.00	\$ 500.00	\$500.00	\$ 600.00	\$600.00	\$ 700.00	\$700.00		
6	Seeding & Mulching, Temporary and/or Permanent	SY	9,000	\$ 1.00	\$9,000.00	\$ 0.75	\$6,750.00	\$ 0.40	\$3,600.00	\$ 1.25	\$11,250.00	\$ 0.35	\$3,150.00	\$ 0.25	\$2,250.00	\$ 0.25	\$2,250.00	\$ 0.40	\$3,600.00	\$ 0.73	\$6,570.00		
7	Sod	SY	9,000	\$ 3.00	\$27,000.00	\$ 3.50	\$31,500.00	\$ 3.60	\$32,400.00	\$ 2.75	\$24,750.00	\$ 2.80	\$25,200.00	\$ 2.30	\$20,700.00	\$ 2.50	\$22,500.00	\$ 2.65	\$23,850.00	\$ 3.40	\$30,600.00		
8	Construction Entrance	EA	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,350.00	\$5,350.00	\$ 2,900.00	\$2,900.00	\$ 3,250.00	\$3,250.00	\$ 1,500.00	\$1,500.00	\$ 2,800.00	\$2,800.00	\$ 1,500.00	\$1,500.00	\$ 2,538.00	\$2,538.00		
9	Connect to Existing SMH	LS	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 3,000.00	\$3,000.00	\$ 1,500.00	\$1,500.00	\$ 1,550.00	\$1,550.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,200.00	\$1,200.00	\$ 5,900.00	\$5,900.00		
10	21" PVC SDR26 Gravity Sanitary Sewer Pipe (12'-16' Deep)	LF	1,225	\$ 59.90	\$73,377.50	\$ 56.00	\$68,600.00	\$ 65.00	\$79,625.00	\$ 106.00	\$129,850.00	\$ 123.00	\$150,675.00	\$ 67.50	\$82,687.50	\$ 80.00	\$98,000.00	\$ 53.00	\$64,925.00	\$ 114.00	\$139,650.00		
11	21" PVC SDR26 Gravity Sanitary Sewer Pipe (16'-18' Deep)	LF	60	\$ 63.50	\$3,810.00	\$ 60.00	\$3,600.00	\$ 70.00	\$4,200.00	\$ 108.00	\$6,480.00	\$ 128.00	\$7,680.00	\$ 71.50	\$4,290.00	\$ 90.00	\$5,400.00	\$ 60.00	\$3,600.00	\$ 154.00	\$9,240.00		
12	8" PVC SDR26 Sanitary Sewer Pipe (0'-6' Deep)	LF	35	\$ 25.00	\$875.00	\$ 25.00	\$875.00	\$ 26.00	\$910.00	\$ 55.00	\$1,925.00	\$ 22.00	\$770.00	\$ 20.00	\$700.00	\$ 80.00	\$2,800.00	\$ 55.00	\$1,925.00	\$ 38.00	\$1,330.00		
13	8" PVC SDR26 Sanitary Sewer Pipe (6'-10' Deep)	LF	50	\$ 26.00	\$1,300.00	\$ 30.00	\$1,500.00	\$ 31.00	\$1,550.00	\$ 65.00	\$3,250.00	\$ 29.00	\$1,450.00	\$ 28.00	\$1,400.00	\$ 86.00	\$4,300.00	\$ 60.00	\$3,000.00	\$ 47.00	\$2,350.00		
14	8" PVC SDR26 Sanitary Sewer Pipe (10'-12' Deep)	LF	45	\$ 28.00	\$1,260.00	\$ 35.00	\$1,575.00	\$ 36.00	\$1,620.00	\$ 70.00	\$3,150.00	\$ 32.00	\$1,440.00	\$ 30.00	\$1,350.00	\$ 96.00	\$4,320.00	\$ 65.00	\$2,925.00	\$ 55.00	\$2,475.00		
15	8" PVC Sanitary Sewer (Directional Bore) with Casing Pipe	LF	175	\$ 250.00	\$43,750.00	\$ 300.00	\$52,500.00	\$ 250.00	\$43,750.00	\$ 300.00	\$52,500.00	\$ 270.00	\$47,250.00	\$ 260.00	\$45,500.00	\$ 268.50	\$46,987.50	\$ 270.00	\$47,250.00	\$ 265.00	\$46,375.00		
16	6' Diameter Sewer Manholes (0'-6' w/Rim, Cover, and vent)	Each	6	\$ 5,000.00	\$30,000.00	\$ 6,000.00	\$36,000.00	\$ 4,865.00	\$29,190.00	\$ 5,500.00	\$33,000.00	\$ 8,130.00	\$48,780.00	\$ 4,400.00	\$26,400.00	\$ 3,824.00	\$22,944.00	\$ 5,390.00	\$32,340.00	\$ 5,450.00	\$32,700.00		
17	6' Diameter Extra Depth Sewer Manholes	VF	60	\$ 335.00	\$20,100.00	\$ 500.00	\$30,000.00	\$ 475.00	\$28,500.00	\$ 250.00	\$15,000.00	\$ 365.00	\$21,900.00	\$ 350.00	\$21,000.00	\$ 277.00	\$16,620.00	\$ 327.00	\$9,810.00	\$ 420.00	\$25,200.00		
18	4' Diameter Sewer Manholes (0'-6' w/Rim & Cover)	Each	1	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$3,000.00	\$ 2,350.00	\$2,350.00	\$ 4,000.00	\$4,000.00	\$ 3,800.00	\$3,800.00	\$ 1,700.00	\$1,700.00	\$ 1,643.00	\$1,643.00	\$ 2,480.00	\$2,480.00	\$ 2,210.00	\$2,210.00		
19	4' Diameter Extra Depth Sewer Manholes	VF	14	\$ 125.00	\$1,750.00	\$ 300.00	\$4,200.00	\$ 250.00	\$3,500.00	\$ 225.00	\$3,150.00	\$ 167.00	\$2,338.00	\$ 160.00	\$2,240.00	\$ 120.00	\$1,680.00	\$ 210.00	\$2,940.00	\$ 250.00	\$3,500.00		
20	Sewer Manhole Drop Connection	LS	1	\$ 3,500.00	\$3,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 2,100.00	\$2,100.00	\$ 2,200.00	\$2,200.00	\$ 3,000.00	\$3,000.00	\$ 950.00	\$950.00	\$ 2,380.00	\$2,380.00	\$ 5,900.00	\$5,900.00		
21	Class "C" Riprap with filter fabric for Buckhead Creek	TON	250	\$ 50.00	\$12,500.00	\$ 60.00	\$15,000.00	\$ 67.00	\$16,750.00	\$ 55.00	\$13,750.00	\$ 45.00	\$11,250.00	\$ 40.00	\$10,000.00	\$ 52.00	\$13,000.00	\$ 55.00	\$13,750.00	\$ 78.00	\$1,950.00		
22	#57 Stone for Undercut Bedding	TON	750	\$ 30.00	\$22,500.00	\$ 35.00	\$26,250.00	\$ 33.00	\$24,750.00	\$ 38.00	\$28,500.00	\$ 35.00	\$26,250.00	\$ 10.00	\$7,500.00	\$ 25.60	\$19,200.00	\$ 45.00	\$33,750.00	\$ 35.00	\$26,250.00		
23	Connect to Existing Wetwell	LS	1	\$ 6,500.00	\$6,500.00	\$ 3,000.00	\$3,000.00	\$ 2,500.00	\$2,500.00	\$ 2,100.00	\$2,100.00	\$ 2,600.00	\$2,600.00	\$ 2,000.00	\$2,000.00	\$ 6,500.00	\$6,500.00	\$ 1,025.00	\$1,025.00	\$ 4,300.00	\$4,300.00		
24	Removal of Existing 8" DIP Sanitary Sewer Pipe	LS	1	\$ 4,380.00	\$4,380.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 3,000.00	\$3,000.00	\$ 7,300.00	\$7,300.00	\$ 1,500.00	\$1,500.00	\$ 10,220.00	\$10,220.00	\$ 3,942.00	\$3,942.00	\$ 3,600.00	\$3,600.00		
25	Convert Existing Wetwell to SMH	LS	1	\$ 12,000.00	\$12,000.00	\$ 10,000.00	\$10,000.00	\$ 6,000.00	\$6,000.00	\$ 2,100.00	\$2,100.00	\$ 18,000.00	\$18,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 4,200.00	\$4,200.00	\$ 6,300.00	\$6,300.00		
26	Removal of Air Release Manholes and Valves	LS	1	\$ 3,000.00	\$3,000.00	\$ 10,000.00	\$10,000.00	\$ 5,600.00	\$5,600.00	\$ 3,300.00	\$3,300.00	\$ 3,500.00	\$3,500.00	\$ 2,000.00	\$2,000.00	\$ 4,000.00	\$4,000.00	\$ 5,300.00	\$5,300.00	\$ 4,800.00	\$4,800.00		
TOTAL AS RECORDED ON THE CONTRACTOR'S BID TAB					\$326,977.50		\$355,600.00		\$331,445.00		\$373,785.00		\$436,533.00		\$272,567.50		\$328,739.50		\$ 307,192.00		\$427,438.00		
ITEM 17 ERROR					\$ 9,810.00	ITEM 21 ERROR					\$ 17,550.00												
CORRECTED TOTAL					\$317,002.00	CORRECTED TOTAL					\$444,988.00												

NORTHWEST CONTRACTING ITEM 17 ERROR: \$327' X 60VF = \$19,620.00, NOT \$9,810 AS SHOWN IN THE BID TAB.	W&T CONTRACTING ITEM 21 ERROR: \$78 X 250 = \$19,500.00, NOT \$1,950 AS SHOWN IN THE BID TAB.
--	---

BUCKHEAD CREW SEWER PROJECT 2017
ALTERNATE BID RESULTS

BUCKHEAD CREEK SEWER PROJECT 2016 BASE BID				ARGO		B and C		D AND E		DELAGADO		DOZERTRAX		ENSCOR		MARBURY		NORTHWEST		W AND T	
Item No.	Description	UNIT	QUANTITY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	Mobilization	LS	1	\$ 25,000.00	\$25,000.00	\$ 15,000.00	\$15,000.00	\$ 9,200.00	\$9,200.00	\$ 5,000.00	\$5,000.00	\$ 15,000.00	\$15,000.00	\$ 10,000.00	\$10,000.00	\$ 20,500.00	\$20,500.00	\$ 12,150.00	\$12,150.00	\$ 20,000.00	\$20,000.00
2	Clearing & Grubbing	LS	1	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 2,580.00	\$2,580.00	\$ 12,800.00	\$12,800.00	\$ 7,500.00	\$7,500.00	\$ 3,000.00	\$3,000.00	\$ 15,000.00	\$15,000.00	\$ 10,000.00	\$10,000.00
3	Traffic Control	LS	1	\$ 2,500.00	\$2,500.00	\$ 5,000.00	\$5,000.00	\$ 2,500.00	\$2,500.00	\$ 2,850.00	\$2,850.00	\$ 5,500.00	\$5,500.00	\$ 1,000.00	\$1,000.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 5,000.00	\$5,000.00
4	Erosion Control--Type C Fence with metal posts	LF	3,500	\$ 2.85	\$9,975.00	\$ 4.00	\$14,000.00	\$ 4.10	\$14,350.00	\$ 3.80	\$13,300.00	\$ 3.50	\$12,250.00	\$ 3.50	\$12,250.00	\$ 3.75	\$13,125.00	\$ 3.50	\$12,250.00	\$ 8.00	\$28,000.00
5	Rock Check Dam	EA	1	\$ 900.00	\$900.00	\$ 750.00	\$750.00	\$ 750.00	\$750.00	\$ 2,500.00	\$2,500.00	\$ 650.00	\$650.00	\$ 100.00	\$100.00	\$ 500.00	\$500.00	\$ 600.00	\$600.00	\$ 700.00	\$700.00
6	Seeding & Mulching, Temporary and/or Permanent	SY	9,000	\$ 1.00	\$9,000.00	\$ 0.75	\$6,750.00	\$ 0.40	\$3,600.00	\$ 1.25	\$11,250.00	\$ 0.35	\$3,150.00	\$ 0.25	\$2,250.00	\$ 0.25	\$2,250.00	\$ 0.40	\$3,600.00	\$ 0.73	\$6,570.00
7	Sod	SY	9,000	\$ 3.00	\$27,000.00	\$ 3.50	\$31,500.00	\$ 3.60	\$32,400.00	\$ 2.75	\$24,750.00	\$ 2.80	\$25,200.00	\$ 2.30	\$20,700.00	\$ 2.50	\$22,500.00	\$ 2.65	\$23,850.00	\$ 3.40	\$30,600.00
8	Construction Entrance	EA	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,350.00	\$5,350.00	\$ 2,900.00	\$2,900.00	\$ 3,250.00	\$3,250.00	\$ 1,500.00	\$1,500.00	\$ 2,800.00	\$2,800.00	\$ 1,500.00	\$1,500.00	\$ 2,538.00	\$2,538.00
9	Connect to Existing SMH	LS	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 3,000.00	\$3,000.00	\$ 1,500.00	\$1,500.00	\$ 1,550.00	\$1,550.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,200.00	\$1,200.00	\$ 5,900.00	\$5,900.00
10A	21" PVC SDR26 Gravity Sanitary Sewer Pipe (12'-16' Deep)	LF	1,225	\$ 52.90	\$64,802.50	\$ 51.00	\$62,475.00	\$ 61.00	\$74,725.00	\$ 98.00	\$120,050.00	\$ 120.00	\$147,000.00	\$ 58.68	\$71,883.00	\$ 74.00	\$90,650.00	\$ 47.00	\$57,575.00	\$ 109.00	\$133,525.00
11A	21" PVC SDR26 Gravity Sanitary Sewer Pipe (16'-18' Deep)	LF	60	\$ 56.50	\$3,390.00	\$ 55.00	\$3,300.00	\$ 67.00	\$4,020.00	\$ 102.00	\$6,120.00	\$ 125.00	\$7,500.00	\$ 62.68	\$3,760.80	\$ 84.00	\$5,040.00	\$ 54.00	\$3,240.00	\$ 149.00	\$8,940.00
12	8" PVC SDR26 Sanitary Sewer Pipe (0'-6' Deep)	LF	35	\$ 25.00	\$875.00	\$ 25.00	\$875.00	\$ 26.00	\$910.00	\$ 55.00	\$1,925.00	\$ 22.00	\$770.00	\$ 20.00	\$700.00	\$ 80.00	\$2,800.00	\$ 55.00	\$1,925.00	\$ 38.00	\$1,330.00
13	8" PVC SDR26 Sanitary Sewer Pipe (6'-10' Deep)	LF	50	\$ 26.00	\$1,300.00	\$ 30.00	\$1,500.00	\$ 31.00	\$1,550.00	\$ 65.00	\$3,250.00	\$ 29.00	\$1,450.00	\$ 28.00	\$1,400.00	\$ 86.00	\$4,300.00	\$ 60.00	\$3,000.00	\$ 47.00	\$2,350.00
14	8" PVC SDR26 Sanitary Sewer Pipe (10'-12' Deep)	LF	45	\$ 28.00	\$1,260.00	\$ 35.00	\$1,575.00	\$ 36.00	\$1,620.00	\$ 70.00	\$3,150.00	\$ 32.00	\$1,440.00	\$ 30.00	\$1,350.00	\$ 96.00	\$4,320.00	\$ 65.00	\$2,925.00	\$ 55.00	\$2,475.00
15	8" PVC Sanitary Sewer (Directional Bore) with Casing Pipe	LF	175	\$ 250.00	\$43,750.00	\$ 300.00	\$52,500.00	\$ 250.00	\$43,750.00	\$ 300.00	\$52,500.00	\$ 270.00	\$47,250.00	\$ 260.00	\$45,500.00	\$ 268.50	\$46,987.50	\$ 270.00	\$47,250.00	\$ 265.00	\$46,375.00
16	6' Diameter Sewer Manholes (0'-6' w/Rim, Cover, and vent)	Each	6	\$ 5,000.00	\$30,000.00	\$ 6,000.00	\$36,000.00	\$ 4,865.00	\$29,190.00	\$ 5,500.00	\$33,000.00	\$ 8,130.00	\$48,780.00	\$ 4,400.00	\$26,400.00	\$ 3,824.00	\$22,944.00	\$ 5,390.00	\$32,340.00	\$ 5,450.00	\$32,700.00
17	6' Diameter Extra Depth Sewer Manholes	VF	60	\$ 335.00	\$20,100.00	\$ 500.00	\$30,000.00	\$ 475.00	\$28,500.00	\$ 250.00	\$15,000.00	\$ 365.00	\$21,900.00	\$ 350.00	\$21,000.00	\$ 277.00	\$16,620.00	\$ 327.00	\$9,810.00	\$ 420.00	\$25,200.00
18	4' Diameter Sewer Manholes (0'-6' w/Rim & Cover)	Each	1	\$ 2,500.00	\$2,500.00	\$ 3,000.00	\$3,000.00	\$ 2,350.00	\$2,350.00	\$ 4,000.00	\$4,000.00	\$ 3,800.00	\$3,800.00	\$ 1,700.00	\$1,700.00	\$ 1,643.00	\$1,643.00	\$ 2,480.00	\$2,480.00	\$ 2,210.00	\$2,210.00
19	4' Diameter Extra Depth Sewer Manholes	VF	14	\$ 125.00	\$1,750.00	\$ 300.00	\$4,200.00	\$ 250.00	\$3,500.00	\$ 225.00	\$3,150.00	\$ 167.00	\$2,338.00	\$ 160.00	\$2,240.00	\$ 120.00	\$1,680.00	\$ 210.00	\$2,940.00	\$ 250.00	\$3,500.00
20	Sewer Manhole Drop Connection	LS	1	\$ 3,500.00	\$3,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 2,100.00	\$2,100.00	\$ 2,200.00	\$2,200.00	\$ 3,000.00	\$3,000.00	\$ 950.00	\$950.00	\$ 2,380.00	\$2,380.00	\$ 5,900.00	\$5,900.00
21	Class "C" Riprap with filter fabric for Buckhead Creek	TON	250	\$ 50.00	\$12,500.00	\$ 60.00	\$15,000.00	\$ 67.00	\$16,750.00	\$ 55.00	\$13,750.00	\$ 45.00	\$11,250.00	\$ 40.00	\$10,000.00	\$ 52.00	\$13,000.00	\$ 55.00	\$13,750.00	\$ 78.00	\$1,950.00
22	#57 Stone for Undercut Bedding	TON	750	\$ 30.00	\$22,500.00	\$ 35.00	\$26,250.00	\$ 33.00	\$24,750.00	\$ 38.00	\$28,500.00	\$ 35.00	\$26,250.00	\$ 10.00	\$7,500.00	\$ 25.60	\$19,200.00	\$ 45.00	\$33,750.00	\$ 35.00	\$26,250.00
23	Connect to Existing Wetwell	LS	1	\$ 6,500.00	\$6,500.00	\$ 3,000.00	\$3,000.00	\$ 2,500.00	\$2,500.00	\$ 2,100.00	\$2,100.00	\$ 2,600.00	\$2,600.00	\$ 2,000.00	\$2,000.00	\$ 6,500.00	\$6,500.00	\$ 1,025.00	\$1,025.00	\$ 4,300.00	\$4,300.00
24	Removal of Existing 8" DIP Sanitary Sewer Pipe	LS	1	\$ 4,380.00	\$4,380.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 3,000.00	\$3,000.00	\$ 7,300.00	\$7,300.00	\$ 1,500.00	\$1,500.00	\$ 10,220.00	\$10,220.00	\$ 3,942.00	\$3,942.00	\$ 3,600.00	\$3,600.00
25	Convert Existing Wetwell to SMH	LS	1	\$ 12,000.00	\$12,000.00	\$ 10,000.00	\$10,000.00	\$ 6,000.00	\$6,000.00	\$ 2,100.00	\$2,100.00	\$ 18,000.00	\$18,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 4,200.00	\$4,200.00	\$ 6,300.00	\$6,300.00
26	Removal of Air Release Manholes and Valves	LS	1	\$ 3,000.00	\$3,000.00	\$ 10,000.00	\$10,000.00	\$ 5,600.00	\$5,600.00	\$ 3,300.00	\$3,300.00	\$ 3,500.00	\$3,500.00	\$ 2,000.00	\$2,000.00	\$ 4,000.00	\$4,000.00	\$ 5,300.00	\$5,300.00	\$ 4,800.00	\$4,800.00
TOTAL AS RECORDED ON THE CONTRACTOR'S BID TAB					\$317,982.50		\$349,175.00		\$326,365.00		\$363,625.00		\$432,678.00		\$261,233.80		\$321,029.50		\$299,482.00		\$421,013.00
																			\$ 9,810.00		\$ 17,550.00
CORRECTED TOTAL					\$309,292.00																\$438,563.00

NORTHWEST CONTRACTING ITEM 17 ERROR: \$327' X 60VF = \$19,620.00, NOT \$9,810 AS SHOWN IN THE BID TAB.	W&T CONTRACTING ITEM 21 ERROR: \$78 X 250 = \$19,500.00, NOT \$1,950 AS SHOWN IN THE BID TAB.
--	---

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Pictometry contract with Shelby County.

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

MOVER: David Parsons, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young

Invoice

Date: March 7, 2017
Invoice #102

Remit To: Shelby County Government
ITS / ReGIS
160 N. Main Street
Suite 1000
Memphis, TN 38103
Attn: Leslie Pannell

Project	Payment Terms
FY2017 Planimetrics Project	Due on receipt

Description	Total
FY2017 Planimetrics, Topographic and Digital Orthoimagery	\$12,097.92
Total Due	\$12,097.92

Attachment: SKMBT_28317031310030.pdf (2039 : Pictometry and Orthoimagery)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to sign contract with Federal Emergency Management Agency for Hazard Mitigation.

The City agreed to assist the property owners to purchase two properties with Federal and funds with the property owners matching the local share costs.

Attached are the two contracts for these purchases. They are as listed:

Location	State	Federal	Owner/local share	Total
Alfaree	\$21,375	\$128,250	\$21,375	\$171,000
Thistle Valley	\$31,312.50	\$187,875	\$31,312.50	\$250,500
				\$421,500

Please authorize the Mayor to sign the two contracts listed above. The budget will be amended to reflect these additional funds.

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

MOVER: David Parsons, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young

11-01-16 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 04/11/2015		End Date 04/10/2018		Agency Tracking # 34101-22317	
Edison ID					Edison Vendor ID 1617
Grantee Legal Entity Name CITY OF BARTLETT					
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA # 97.039			
Grantee's fiscal year end June 30th					
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM HMGP-4171-0006, TID #0400					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	21,375.00	128,250.00			149,625.00
TOTAL:	21,375.00	128,250.00			149,625.00
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection					
This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program established by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302000			

Attachment: Alfaree (2035 : Property Buyout by FEMA)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the administration and completion of an approved Hazard Mitigation Grant Program (HMGP) project HMGP-4171-0006, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from the City of Bartlett and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to any FEMA Hazard Mitigation Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

A.6. The Grantee shall comply with following environmental and historic preservation conditions associated with this project are as follows:

- a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Grantee will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Grantee's contractor will provide immediate notice of such discoveries to the Grantee. The Grantee will notify the Tennessee Division of Archaeology (TDOA) and the Tennessee Emergency Management Agency (TEMA) within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with State Historical Preservation Office (SHPO), Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Tennessee Code, Section 11-6-107d. Any changes to the approved SOW will require submission to, and evaluation and approval by the State and FEMA, prior to initiation of any work for compliance with Section 106.
- b. Clean Air Act: Must provide copies and verification at closeout of any permits required for asbestos removal or demolition activities from the Tennessee Department of Environment and Conservation.
- c. Clean Water Act: If work would involve impacts to water of the United States including wetlands with deposition of dredged and/or fill material, please contact the local United States Army Corps of Engineers (USACE) Regulatory Branch for further review. Any permits must be obtained prior to construction activities and verification of compliance with permit conditions will be required at project closeout.
- d. Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- e. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- f. If ground disturbing activities occur during construction, Grantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.
- g. Maintain documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- h. Maintain documentation that demonstrates compliance with all environmental conditions.
- i. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.

A.7. Mitigation Project Description:

Project Title: City of Bartlett 2017 HMGP Project
FEMA ID HMGP-4171-0006

Project Location: City of Bartlett

Project Description: The purpose of this project is to acquire and demolish the property on 2810 Alfaree Street in Lakeland, TN. This property was built in the 1960's and has been damaged by flooding multiple times. After acquisition and demolition of the purchased property, the property will then be maintained for open-space purposes in perpetuity in order to restore and/or conserve the natural floodplain functions.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on March 17, 2017 ("Effective Date") and ending on April 10, 2018, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:

- (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
- (2) the relevant federal agency fails or refuses to finalize a grant; or
- (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is April 11, 2015.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred forty-nine thousand, six hundred twenty-five dollars and 00/100 (\$149,625.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to

the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Doug Worden
State Hazard Mitigation Manager
3041 Sidco Drive
Nashville, TN 37204
dworden@tnema.org
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

Donna E. Holden
Mitigation Specialist
3041 Sidco Drive
Nashville, TN 37204
dholden@tnema.org
Telephone #: (615) 532-9221
FAX #: (615) 242-4770

The Grantee:

A. Keith McDonald, Mayor
City of Bartlett
6400 Stage Road
Bartlett, TN 38134
kmcdonald@cityofbartlett.org
Telephone #: (901) 385-6444
FAX #: (901) 385-6409

Point of Contact:

Rick McClanahan, Director of Engineering
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
rmcclanahan@cityofbartlett.org
Telephone #: (901) 385-6499
FAX #: (901) 385-7021

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public

accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds, plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601

through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF BARTLETT:

GRANTEE SIGNATURE

DATE

A. KEITH MCDONALD, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

11-01-16 GG

ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: CITY OF BARTLETT HAZARD MITIGATION GRANT PROGRAM HMGP-4171-0006, TEMA ID #0400				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 04/11/2015		END: 04/10/2018		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	149,625.00	21,375.00	171,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	149,625.00	21,375.00	171,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

11-01-16 GG

ATTACHMENT 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
APPRAISAL COST	1,750.00
ACQUISITION/FAIRMARKET VALUE	120,312.50
CLOSING COST/LEGAL FEES	1,750.00
COMPARABLE HOUSING	19,687.50
DEMOLITION COST	4,375.00
PROJECT MANAGEMENT FEE	1,750.00
TOTAL	149,625.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Bartlett
Subrecipient's DUNS number	125012901
Federal Award Identification Number (FAIN)	4171DRTNP00000005
Federal award date	02/02/2017
CFDA number and name	97.039 Hazard Mitigation Grant
Grant contract's begin date	04/11/2015
Grant contract's end date	04/10/2018
Amount of federal funds obligated by this grant contract	\$128,250.00
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,177,656.00
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Ms. Jacky Bell, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

Attachment: Alfaree (2035 : Property Buyout by FEMA)

ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ City of Bartlett is subject to an audit for fiscal year 2017.
- ☐ City of Bartlett is not subject to an audit for fiscal year 2017.

Grantee's Edison Vendor ID Number: 1617

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 4

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1617

Is City of Bartlett a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Bartlett a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 08/13/2015		End Date 08/12/2018		Agency Tracking # 34101-20417	
Grantee Legal Entity Name CITY OF BARTLETT					Edison ID 1617
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA # 97.039 Grantee's fiscal year end June 30th			
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM HMGP-4189-0002, TID #0411					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	31,312.50	187,875.00			219,187.50
TOTAL:	31,312.50	187,875.00			219,187.50
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection					
This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program establish by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the administration and completion of an approved Hazard Mitigation Grant Program (HMGP) project HMGP-4189-0002, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from the City of Bartlett and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to any FEMA Hazard Mitigation Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

A.6. The Grantee shall comply with following environmental and historic preservation conditions associated with this project are as follows:

- a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Grantee will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Grantee's contractor will provide immediate notice of such discoveries to the Grantee. The Grantee will notify the Tennessee Division of Archaeology (TDOA) and the Tennessee Emergency Management Agency (TEMA) within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with State Historical Preservation Office (SHPO), Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Tennessee Code, Section 11-6-107d. Any changes to the approved SOW will require submission to, and evaluation and approval by the State and FEMA, prior to initiation of any work for compliance with Section 106.
- b. Clean Air Act: Must provide copies and verification at closeout of any permits required for asbestos removal or demolition activities from the Tennessee Department of Environment and Conservation.
- c. Clean Water Act: If work would involve impacts to water of the United States including wetlands with deposition of dredged and/or fill material, please contact the local United States Army Corps of Engineers (USACE) Regulatory Branch for further review. Any permits must be obtained prior to construction activities and verification of compliance with permit conditions will be required at project closeout.
- d. Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- e. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- f. If ground disturbing activities occur during construction, Grantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.
- g. Maintain documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- h. Maintain documentation that demonstrates compliance with all environmental conditions.
- i. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.

A.7. Mitigation Project Description:

Project Title: City of Bartlett 2016 HMGP Project
FEMA ID HMGP-4189-0002

Project Location: City of Bartlett

Project Description: The purpose of this project is to acquire and demolish the property on 3673 Thistle Valley Lane in Bartlett, TN. The source of the flooding is located in a valley outside of a studied FEMA flood plain. By acquiring the property it will remove the structure from the passive drainage way in the event of the magnitude of a storm. After acquisition of the property and the removal/demolition of the structure, the city would eventually like to remove dirt and revegetate the lot to make it a detention pond area which will provide additional storage for future flood events.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on January 22, 2017 ("Effective Date") and ending on August 12, 2018, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
- (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is August 13, 2015.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred nineteen thousand, one hundred eighty-seven dollars and 50/100 (\$219,187.50) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

- indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Doug Worden
State Hazard Mitigation Manager
3041 Sidco Drive
Nashville, TN 37204
dworden@tnema.org
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

Donna E. Holden
Mitigation Specialist
3041 Sidco Drive
Nashville, TN 37204
dholden@tnema.org
Telephone #: (615) 532-9221
FAX #: (615) 242-4770

The Grantee:

A. Keith McDonald, Mayor
City of Bartlett
6400 Stage Road
Bartlett, TN 38134
kmcdonald@cityofbartlett.org
Telephone #: (901) 385-6444
FAX #: (901) 385-6409

Point of Contact:

Rick McClanahan, City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
rmcclanahan@cityofbartlett.org
Telephone #: (901) 385-6499
FAX #: (901) 385-7021

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report

document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
 - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF BARTLETT:

GRANTEE SIGNATURE

DATE

A. KEITH MCDONALD, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT

DATE

11-01-16 GG

I certify that this entity meets Civil Rights Title VI compliance. Signature Date Reviewed by Dept. of Military Civil Rights Title VI Officer

Attachment: Thistle Valley (2035 : Property Buyout by FEMA)

11-01-16 GG

ATTACHMENT 1

GRANT BUDGET				
GRANTEE NAME: CITY OF BARTLETT HAZARD MITIGATION GRANT PROGRAM HMGP-4189-0002, TEMA ID #0411				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 08/13/2015		END: 08/12/2018		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	219,187.50	31,312.50	250,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	219,187.50	31,312.50	250,500.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

11-01-16 GG

ATTACHMENT 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
APPRAISAL COST	2,625.00
ACQUISITION/FAIRMARKET VALUE	189,875.00
CLOSING COST/LEGAL FEES	2,625.00
COMPARABLE HOUSING	19,687.50
DEMOLITION COST	4,375.00
TOTAL	219,187.50

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Bartlett
Subrecipient's DUNS number	125012901
Federal Award Identification Number (FAIN)	4189DRTNP00000000: 5
Federal award date	November 11, 2016
CFDA number and name	97.039 Hazard Mitigation Grant
Grant contract's begin date	August 13, 2015
Grant contract's end date	August 12, 2018
Amount of federal funds obligated by this grant contract	187,875.00
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	848,241.00
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Ms. Jacky Bell, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ City of Bartlett is subject to an audit for fiscal year 2017.
- ☐ City of Bartlett is not subject to an audit for fiscal year 2017.

Grantee's Edison Vendor ID Number: 1617

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 4

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1617

Is City of Bartlett a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Bartlett a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 03/28/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

AGENDA ITEM**Site plan contract for Resource Label Group.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** David Parsons, Alderman**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young

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 AGRACEL, INC. hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
October 3, 2016, approved the Site Plan, Grading, and Erosion Control Plans for RESOURCE
LABEL GROUP, and established certain conditions for approval of this Site Plan, Grading, and
Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

11. That the DEVELOPER understands that transfer of said property without providing the notice

of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

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

control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the

DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

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

Attachment: RESOURCE LABEL GROUP CONTRACT - AGRACEL (2043 : Site Plan Contract for Resource Label Group)

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

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

- | | | | |
|----|--|--|-------------------|
| 1. | Water Plant Expansion (15% of Water Main Cost) | | |
| | Water Main Cost = \$13,598.00 | | <u>\$2,039.70</u> |
| 2. | a. Water System Engineering and Subdivision Review @ 6% of Water Main Cost \$13,598.00 | | <u>\$815.88</u> |
| | b. Subdivision and Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater | | |
| | \$175 x 1 = \$ 175.00 | | |
| | 1.5% of \$114,649.47 \$1,719.74 | | <u>\$1,719.74</u> |
| 3. | Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) | | |
| | Minimum charge of \$25 per contract | | |
| | \$10.00 implies \$10.00 | | |
| | \$25.00 implies \$0.00 | | <u>\$25.00</u> |
| 4. | Water Connection Fee | | |
| | @ \$3,000.00 per service | | |
| | (1) 2" Domestic Service (Existing Fees were <u>NOT</u> paid by Previous Developer) | | |
| | (1) 1-1/2" Irrigation Service | | <u>\$6,000.00</u> |
| 5. | City Site Plan Inspection @ | | |
| | A: 3% of Development Cost \$3,439.48 | | |
| | or B: \$300.00 per Lot \$300.00 | | |
| | Whichever is greater | | <u>\$3,439.48</u> |
| 6. | Cost of Water and Sewer Mains to the Subdivision | | <u>\$0.00</u> |

SEWER BASIN: SOUTH

7.	Sewer Connection Charge at Greater			
	of either @ \$2333 per acre	2.52	\$5,879.16	
	\$33 per Front Foot x 255'		\$8,407.08	
	(Fees Paid by Original Developer)			\$0.00

DRAINAGE BASIN: SOUTH

8.	a. Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	
8.	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per acre or fraction thereof (in multiples of \$250)	\$ 750.00
	2.52 Acres	
9.	City portion of Water Improvements	N/A
	TOTAL DUE CITY	\$14,789.81

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

1. Asphalt Paving Cost (Estimated Construction Cost)	<u>\$0.00</u>
2. Street Light (Estimated (Street Light Removal)	<u>\$0.00</u>
TOTAL DUE II	\$0.00

III.	Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	\$114,649.47
------	---	--------------

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: AGRACEL, INC.

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 _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/28/17 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint members to Board of Zoning Appeals.

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

BOARD OF ZONING APPEALS

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Burton, Stan	Design Review Commission Member	12/31/2018	New Appointment (replacing Bill Simpson)
Stafford, Jeremy	Citizen Member	12/31/2018	New Appointment (replacing Henry Miller)

BOARD MEMBERS

APPOINTMENT

MARCH 28, 2017

Attachment: Appointments to Boards--MARCH 28, 2017--Agenda (2047 : Appoint Members to Board of Zoning Appeals)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2038)

Meeting: 03/28/17 07:00 PM

Department: Finance

Category: Grant

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2038

Resolution 09-17, a resolution to amend the Fiscal Year 2017 Grants Fund Budget to provide funding and appropriations for FEMA/TEMA Hazard Mitigation Grants.

WHEREAS, the City of Bartlett has been awarded two separate Hazard Mitigation Grant Program awards through the State of Tennessee, Tennessee Emergency Management Agency; and

WHEREAS, the awards shall fund the project costs to acquire and demolish properties located at 2810 Alfaree Street, Bartlett, Tennessee, and 3673 Thistle Valley Lane, Bartlett, Tennessee; and

WHEREAS, authorization for the Mayor to sign contracts between the City of Bartlett and the Tennessee Emergency Management Agency to proceed with these two projects has been granted; and

WHEREAS, it is necessary to amend the City of Bartlett Grants Fund to provide for the funding and expenditures of these projects;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY 2017 Grants Fund Budget is amended to provide funding and appropriation of these Program awards as follows:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
131.43100.780.08917	\$250,500.00	
131.30000.33617.08917		\$187,875.00
131.30000.33627.08917		\$ 31,312.50
131.30000.37754.08917		\$ 31,312.50
131.43100.780.08901	\$171,000.00	
131.30000.33617.08901		\$128,250.00
131.30000.33627.08901		\$ 21,375.00
131.30000.37754.08901		\$ 21,375.00

Adopted this day of March 28, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus explained that this resolution appropriates funds for the two projects in Consent Agenda Item 8.

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