



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MARCH 10, 2020 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Terry Easley, Faith Baptist Church

FUTURE MEETINGS

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

Historical Preservation Commission, March 16 at 7 p.m.

Bartlett Arts Council, March 17 at 6 p.m.

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

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 25, 2020 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

I Proposal for Public Safety Security Cameras / License Plate Recognition Technology. (Jeff Cox, Assistant Police Chief)

Recommend the selection of Flock Group Inc. as single-source provider for 23 Flock Safety Cameras with comprehensive monitoring, processing, and machine vision services for a period of three years. These devices will be installed at various locations throughout the City at a total cost of \$120,750.00. The Shelby County Commission awarded \$97,500.00 in grant funding to be applied to this implementation, leaving a balance to the City of Bartlett of \$23,250.00. Funds are available in Accounts 131.420100.921.02520 & 123.48123.264.

2 Authorization to purchase Rights-of-Way and Construction Easements for the Appling Road Phase 2 Project. (John Horne, Assistant Director of Engineering)

Request approval to purchase Rights-of-Way and Construction Easements at a total appraised value of \$63,204.00. Easement acquisition will be conducted by Engineering staff. Funds are available in Account 311.48311.457.

3 Bid for Bartlett Blvd. Bridge Repair. (John Horne, Assistant Director of Engineering)

The 40+ year old bridge is in need of repairs to the slope pavement, repairs to the bridge deck and replacement of 22 bridge bearing pads. Drainage improvements are also needed.

Recommend accepting the lowest bid from Bell Construction in the amount of \$1,245,543.00, plus a contingency amount of \$62,277.15 for a total cost of \$1,307,820.15. Funds are available in Account 311.48311.302.

4 Bid for Elmore Park Drainage Improvements Project, Phase 2. (John Horne, Assistant Director of Engineering)

Recommend accepting the lowest bid from Trey Construction in the amount of \$380,682.00, plus a contingency amount of \$19,034.00 for a total cost of \$399,716.00. Funds are available in Account 311.48311.780.453.

NEW BUSINESS

I Resolution 06-20, a resolution to amend the Fiscal Year 2020 General Fund Budget to appropriate \$95,200 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 25, 2020 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mark Reed, New Hope Christian Church

FUTURE MEETINGS

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

Family Assistance Commission, March 2 at 6 p.m.

Planning Commission, March 2 at 7 p.m.

Bartlett Station Commission, March 4 at 7:30 a.m.

City Beautiful Commission, March 5 at 6:30 p.m.

Bartlett Historical Society, March 9 at 7 p.m.

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

RECOGNITIONS

Scouts from Troop 261 were recognized as working towards their Citizenship in the Community merit badges. Mayor McDonald recognized Leadership Bartlett, Class of 2020, and commended them for their ongoing project, Why I Love Bartlett.

Muscular Dystrophy Association Fill the Boot Presentation

Laura Lutrick, Executive Director for the Muscular Dystrophy Association, and Hannah Warren, local MDA ambassador, presented the Bartlett Fire Department with the Gold Axe Plaque. The Fire Department placed first in their category and raised the most funds of all fire departments in the State of Tennessee, \$20,000.00.

Vitalant Award Presentation

Cayce Graham, Chairman of the City of Bartlett's Blood Donor Committee for Vitalant, presented the City with the 2019 Government Group of the Year Award.

In addition, the Fire Department passed the Battle of the Badges trophy to the Police Department who won this year's challenge.

Minutes Acceptance: Minutes of Feb 25, 2020 7:00 PM (MINUTES ACCEPTANCE)

Official Business of the Day

Mayor McDonald announced an emergency expenditure of \$41,885.00 for mold abatement at the Bartlett Station Municipal Center.

MINUTES ACCEPTANCE

Minutes of the February 11, 2020 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

UNFINISHED BUSINESS

1 **Bid for Old Brownsville Road construction. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest qualified bid for construction from Ferrell in the amount of \$12,815,190.80, plus a contingency of \$1,281,519.08, for a total cost of \$14,096,709.88.

Smith Seckman Reid (SSR) will perform the project's inspection and administration for \$1,837,115.09.

Funding is available in Account 311.48311.780.422.

Director of Engineering, Rick McClanahan recommended Ferrell for the construction project of widening Old Brownsville Rd. from Austin Peay Hwy. to Kirby Whitten Rd. and stated the project's inspection would be performed by SSR. Mr. McClanahan explained that this is a Tennessee Department of Transportation (TDOT) grant project with 80 percent federal funds and 20 percent local match. The City's match amount is \$3,186,764.98. The total cost of the project is \$15,933,824.97.

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

2 **Bid for Old Brownsville Road water & sewer relocation. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest qualified bid for construction from ENSCOR, LLC in the amount of \$1,027,681.80, plus a contingency of \$102,768.00, for a cost of \$1,130,449.80.

Funding is available in Account 312.48312.780.722.

Rick McClanahan explained that water and sewer relocation and improvements would need to be made for the widening of Old Brownsville Rd.

Minutes Acceptance: Minutes of Feb 25, 2020 7:00 PM (MINUTES ACCEPTANCE)

RESULT: APPROVED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: Bobby Simmons, 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

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

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

2 Treasurer's Report for January 2020. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$84,600,177
Year-to-date Expenditures	\$52,841,665
Budgeted Revenues	\$84,600,177
Year-to-date Revenues	\$47,819,599

NEW BUSINESS

I Resolution 05-20, a resolution to amend the FY2020 General Fund Budget and appropriate funds for maintenance agreement for Bartlett's two-way radio system. (Dick Phebus, Director of Finance)

Director of Finance, Dick Phebus explained that this resolution amends the General Fund Budget to appropriate funds for radio maintenance. He stated that when the radio system was installed, there was a three year maintenance agreement for the ten year contract. This resolution appropriates maintenance funds for the next seven years. This year's cost is \$169,418.00. Each subsequent year's expense will be reflected in the General Fund Budget.

Alderman Simmons inquired as to the vendor name and when it would be rebid. Mr. Phebus explained that AMK/Harris was awarded the ten year bid three years ago.

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

OPEN DISCUSSION

No one spoke.

ADJOURNMENT

Meeting adjourned at 7:24 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Feb 25, 2020 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/10/20 07:00 PM

Department: Police

Category: Agreement

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Proposal for Public Safety Security Cameras / License Plate Recognition Technology.

The Shelby County Commission awarded \$97,500.00 in grant funding to the Bartlett Police Department for the implementation of Public Safety Security Cameras / License Plate Recognition Technology. The Police Department will use technology funds in years two and three to pay the difference.

On January 13, 2020, the Board of Mayor and Aldermen voted to approve Resolution 01-20 to appropriate this funding.

The Bartlett Police Department respectfully requests to enter an agreement for three years with Flock Group Inc., a single-source provider for 23 Flock Safety Cameras with comprehensive monitoring, processing and machine vision services. These cameras will be placed in various locations throughout the City.



BARTLETT POLICE DEPARTMENT INVESTIGATIVE SERVICES

3730 Appling Road Bartlett, TN 38133
901-385-5565



5.1.a

Security Camera Proposal

Project Notes:

- With the assistance of Commissioner Wright, the Shelby County Commission has awarded \$97,500 in grant funding to the Bartlett Police Department for the implementation of Public Safety Security Cameras / License Plate Recognition Technology.
- On January 13, 2020, the board of Mayor and Alderman voted to approve Resolution 01-20 which appropriated grant funding from the Shelby County Commission for this project.
- The police department now respectfully requests to enter into an agreement with Flock Group Inc. as a single source provider for the acquisition of (23) Flock Safety Cameras with comprehensive monitoring, processing, and machine vision services for a period of 3 years.

Vendor Selection Process:

- Representatives from the Bartlett Police Department have corresponded with numerous vendors concerning this project. Based upon capabilities, cost comparison, and suitability for our municipality, it was determined that Flock Group Inc. is the best choice for our application. Flock's innovated technology meets the needs of our department, our infrastructure, and our overall mission for the reduction of crime. Their equipment includes the following:
 - License plate recognition
 - Searchable Database (Vehicle type, model, color; full plate, partial plate, plate type, plate state; animals; bicycles; and persons).
 - Remote accessibility from desktops, laptops, and cellular devices
 - Cloud based storage platform
 - Wireless, solar powered and moveable by law enforcement
 - Warranty and support agreement for the life of the contract
 - NCIC and Hot Sheet Integration
 - NCIC and Hot Sheet Notifications to Patrol Officers.
 - PD Owned Data
 - Ability to share data with other organizations (Atoka PD, Collierville PD, Germantown PD, Memphis PD, Millington PD, STCC, and the Shelby County Sherriff's Office).
- During the course of our information gathering, it was determined that other vendors did not offer the above-mentioned characteristics with their standard equipment. In order to acquire equipment with some of these features, the cost associated with each unit became excessive. In addition, the solar option and the ability for law enforcement to move the device was not readily available. Consequently, our team believed that the minimal number of devices available via this process would circumvent our overall goals and would not effectively meet the needs of our municipality.

Attachment: Flock Safety (2764 : Public Safety Security Cameras Agreement)

- Numerous other law enforcement agencies within the State of Tennessee are currently using Flock Group Inc. within their public entities. In addition, there are currently (6) law enforcement agencies within Shelby County, Tennessee, who are utilizing Flock Group Inc. within their Public Safety Security Cameras / License Plate Recognition Technology Programs. The incorporation of equipment from Flock Group Inc. will allow our agency to share data with these agencies, resulting in an increased ability to investigate criminal activity and provide for a safer community.
- Flock Group Inc. is the manufacturer and developer of the Flock Safety Camera System, as well as the single provider of the comprehensive monitoring, processing, and machine vision services, which integrate with the Flock Safety Camera. Flock Group Inc. has a specific method and system for capturing and storing significant surveillance images which has been outlined within United States Patent No. 10,559,200.

Cost:

- The Police Department believes that the incorporation of (23) cameras, for a period of (3) years, would greatly assist us in our mission to serve and protect the citizens of Bartlett, Tennessee.
- Flock Group Inc. supplies all equipment, software, support, and a full replacement warranty for the life of the agreement. They have provided our agency with pricing that is less than that of those provided to the public and less than that of those provided to other local government agencies.
- Flock Group Inc. has agreed to a reduced cost due to the number of devices and terms of the agreement. This cost equates to \$1,750 per camera, per year with a total project cost of \$120,750. Payment terms are as follows: Year 1- \$90,000; Year 2- \$15,375; Year 3- \$15,375.
- The Shelby County Commission has provided \$97,500 for the implementation of this project. This project will require the expenditure of \$90,000 to Flock Group Inc. at onset, with the remaining \$7,500 used for the purchase of miscellaneous security camera equipment and public awareness signage. In the event that the Shelby County Commission does not fund the program in year's two or three, the Police Department has allocated technology funding to sustain this project.

Camera Placement:

- The Police Department has reviewed crime statistics, average annual daily traffic counts, and offender data to determine specific locations with the greatest need and the greatest potential for effective crime reduction. Specific locations have been identified and are currently under review by Flock Group Inc. These locations maximize our efforts to deter, prevent, and investigate criminal activity.

Thank you for your consideration,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

FLOCK GROUP INC.

PO Box 207576

Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the SaaS Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "Terms and Conditions" attached as Exhibit B

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: City of Bartlett-Mayor Keith McDonald	Contact: Chris Golden
Address: 6400 Stage Road Bartlett, TN 38134	Phone: 901-385-5539
	E-Mail: cgolden@bartlettpolice.org
Usage Fees: \$40,250 per Year (the "Payment Period")	Initial Term: 36 Months
Number of Cameras: 23	Renewal Term: 0 Months
Installation Fee (one-time) \$0	Billing Contact:
Pole Fee (one-time) \$0	(if different than above) Juliea Goodman
	jgoodman@bartlettpolice.org
	901-385-5560
	Expected Payment Method: Check

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the SaaS Terms located in attached Exhibit B.

Flock Group Inc	Customer Name:
By: 	By:

Flock Group Inc.

Order Form
Bartlett, TN. Police
879681978

Name: **JONATHAN LOUE**
Title: Head of Finance
Date: 01/24/2020

Name:
Title:
Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole as requested by customer

Exhibit B

See attached updated Terms and Conditions as agreed upon by the Bartlett, TN. Police Department, and Flock Safety.

Billing Terms: At the request of the Bartlett, TN. Police department, payment will be as follows: \$90,000 year 1, and \$15,375 for year 2, and year 3.

Attachment: Flock Safety (2764 : Public Safety Security Cameras Agreement)

Exhibit B

Terms and Conditions for Flock Safety

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.2 "**Customer Data**" will mean the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Content will include the Footage.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images captured by the Hardware in the course of and provided via the Services.

1.7 "**Hardware**" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "**Installation Services**" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "**Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.11 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

Exhibit B

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Customer agrees to comply with any reasonable acceptable use policies and other reasonable terms of any third party service provider that are provided or otherwise made available to Customer from time to time, as long as such policies and/or terms do not impose upon Customer obligations greater than those imposed by the Terms and Conditions for Flock Safety as set forth in Exhibit B herein and do not impose upon Customer any indemnification obligation or agreement regarding choice of law or agreement regarding the choice of forum or venue for the resolution of any dispute.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.

2.4 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or

Exhibit B

proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock IP (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by a Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles.

2.7.2 Customer's Installation Obligations. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use,

Exhibit B

excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Services or any part thereof, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer Obligations. Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the

Exhibit B

security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Customer Representations and Warranties: Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content.

4. CONFIDENTIALITY; CUSTOMER DATA

4.1 Confidentiality. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Customer Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such

Exhibit B

retained Footage will not be retrievable without a valid court order.

4.2 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

4.3 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and/or aggregated data based on Customer Data input into the Services (the "**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Customer will pay Flock the first Usage Fee and the Installation Fee (the "Initial Fees") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Customer shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email). If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Customer

Exhibit B

acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 Customer Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units.

6.5 Survival. The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.4, 7.4, and 8-9.

7. REMEDY; WARRANTY AND DISCLAIMER

Exhibit B

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Flock agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT,

Exhibit B

NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

9. MISCELLANEOUS

9.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

9.3 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.5 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of law's provisions. The federal and state courts sitting in Shelby County, Tennessee will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.

9.7 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business and development and marketing efforts, including without limitation on Flock's website.

Exhibit B

9.8 Export; US Government Customers. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

CUSTOMER SERVICE

Questions concerning these Terms or other requests or questions should be directed to the contact point specified at the end of these Terms.

Flock Safety
hello@flocksafety.com



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/10/20 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Becky Bailey

Department Head: John Horne

Authorization to purchase Rights-of-Way and Construction Easements for the Appling Road Phase 2 Project.

The City is seeking to acquire Rights-of-Way and Construction Easements of four properties on Appling Road just south of Southern Way.

The following outlines the owner's names and appraised values for the acquisition:

Owner	Address	Description	Total
Kenneth and Lisa Davis	3475 Appling	Total purchase price for ROW and Easements	\$2,514.00
Jerry and Gloria Taylor	3491 Appling	Total purchase price for ROW and Easements	\$3,156.00
Jerry and Gloria Taylor	3491 Appling	Brick and Wrought Iron Fence and Gates	\$50,000.00
Debra Ann Davis	3507 Appling	Total purchase price for ROW and Easements	\$2,013.00
Steven and Jerry Jackson and Antwon and Stephanie Robinson	0 Appling	Total purchase price for ROW and Easements	\$5,521.00
Total			\$63,204.00

Please authorize \$63,204.00 for the Rights-of-Way and Construction Easements.
Funds are available in Account 311.48311.457.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/10/20 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for Bartlett Blvd. Bridge Repair.

On January 23, 2020, an ad was placed in *The Daily News*. On February 20, 2020, the City received three bids, which were opened at City Hall.

Bids were received from the following companies:

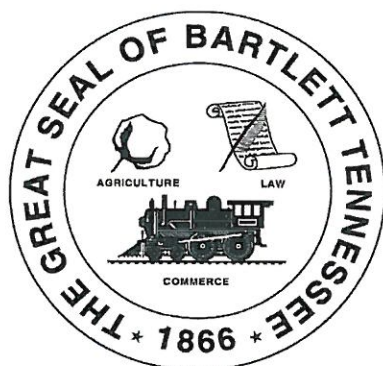
COMPANY/BIDDER	TOTAL BID
Bell Construction	\$1,245,543.00
Dement Construction	\$1,303,836.32
Chris-Hill Construction	\$1,480,340.20

Funds are available in Account 311.48311.302.

CITY OF BARTLETT

FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



REQUEST FOR SEALED BIDS

SB # FY2020-01-049

DUE: Thursday, February 20, 2020, no later than 2:00 p.m. (CST)

BARTLETT BLVD. BRIDGE REHABILITATION

The City of Bartlett Engineering Department is seeking bids for replacement of the Bartlett Blvd. Bridge over the CSX rail line, located at Bartlett Blvd just north of Stage Road as per the written specifications.

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, February 20, 2020**. All bid packets with an **original, clearly identified, and two copies**, must be labeled **"FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION"** 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.

Questions regarding the Construction Plans and Bid Book must be emailed to Ryan McDaniel, PE at ryanm@a2h.com and also must be received no later than 12:00 PM CST on February 13, 2020.

Please quote prices on attached sheet

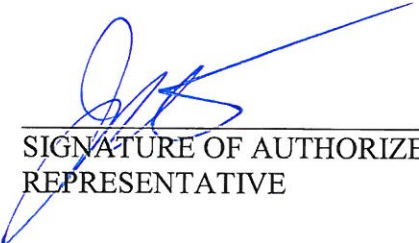
We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

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

Bell & Associates Construction, L.P.
 NAME OF FIRM

jmitchell@balp.com
 E-MAIL ADDRESS

1000 Health Park Drive, Suite 150
Brentwood, TN 37027
 ADDRESS


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

615-373-4343
 TELEPHONE

Jeremy Mitchell
 PRINT NAME

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of repair and rehabilitation of the Bartlett Blvd. Bridge over the CSX rail line, located at Bartlett Blvd. just north of Stage Road in Bartlett, TN 38134. Contractor shall provide all materials and labor required to complete the project as per the written specifications

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

A MANDATORY pre-bid conference will be held on Thursday, January 30, 2020 at 8:30 a.m. (CST) to address your questions and provide additional information for this proposal. All interested respondents will be required to attend this meeting. The pre-bid conference will be held at the Bartlett Engineering Department, 6382 Stage Road, Bartlett, TN 38134. If you plan to attend, please provide a company name, representative and contact number via email to Debbie Cairncross, Purchasing Agent, at dcairncross@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.

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 way 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. **Note:** No other site visits will be allowed, all contractors interested in the project must attend the pre-bid conference.

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

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 (**one original and two copies**) including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

Due Date: February 20, 2020

- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- 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 and must have the following marked on the outside:

License: Name of Project – **BARTLETT BLVD. BRIDGE REHABILITATION**

Date of Bid Opening – February 20, 2020

Name of Contractor/Company

Tennessee License Number and Classification, if

Licenses Expiration Date

Sub-contractors license number and classification, if applicable

Acknowledgement of Each Applicable Addendum

5. BID GUARANTY

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

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

6. **COLLUSIVE AGREEMENTS**

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

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

8. **CORRECTIONS**

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

9. **TIME FOR RECEIVING BIDS**

- a. Bids received prior to **2:00 P.M. February 20, 2020** 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.

10. **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.

BARTLETT BLVD. BRIDGE REHABILITATION
Sealed Bid #: FY2020-01-049
Due Date: February 20, 2020

11. 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.

12. 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.

13. 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.

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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 execution 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.

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

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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. 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 execution 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.

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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 and Code Requirements. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within one hundred and eighty **(180) days** after notice to proceed.

E. PERFORMANCE BOND

E.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.**

E.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.

E.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.

BARTLETT BLVD. BRIDGE REHABILITATION
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F. INSPECTION AND TESTING OF MATERIALS

F.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.

F.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.

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

G.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".

G.2 The Contractor agrees that said work shall be executed 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.

G.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.

G.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;

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G.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.

H. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.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 Engineer of such conditions before they are disturbed. The 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.

I. PAYMENTS TO CONTRACTOR

I.1 If applicable, 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. SUBCONTRACTING

J.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.

J.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.

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J.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.

J.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.

J.5 The contract shall not contain anything that shall create any contractual relation between any subcontractor and the City.

K. FINAL ACCEPTANCE AND WARRANTY PERIOD

K.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.

L. UTILITIES

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

M. DRUG PROGRAM

M.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:

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M.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.

M.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.

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of TN _____)

S.S.

County of Davidson _____)

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

- (1) He/She is President/Partner _____ 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 Keith Pyle _____

Signed _____

Title President/Partner _____

Subscribed and sworn before me this 20th day of February, 2020.

Signed Cynthia Maxwell _____ Print Name Cynthia Maxwell

Title Project Administrator _____

My commission expires: 11/8, 2021.



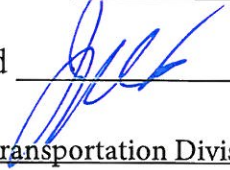
BARTLETT BLVD. BRIDGE REHABILITATION
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PUBLIC ACTS 109
(Iran Divestment Act)

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

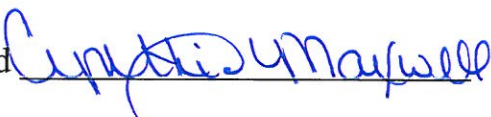
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name Jeremy Mitchell

Signed 

Title Transportation Division Manager/Partner

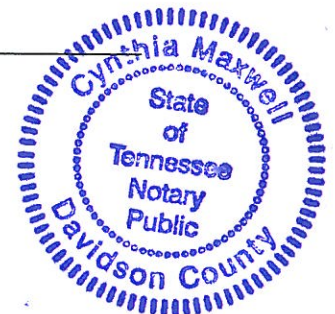
Subscribed and sworn before me this 20th day of Feb, 20 20.

Signed 

Print Name Cynthia Maxwell

Title Project Administrator

My commission expires: 11/8, 20 21.



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

BARTLETT BLVD. BRIDGE REHABILITATION
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SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor 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 into. 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 this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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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 BLVD. BRIDGE REHABILITATION
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Suspension And Debarment Certification
 (signature page)

Company/Firm Bell & Associates Construction, L.P.

Print Name Jeremy Mitchell

Signed [Signature]

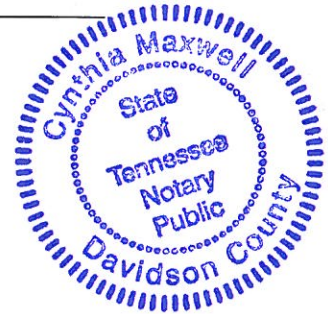
Title Transportation Division Manager/Partner

Subscribed and sworn before me this 20th day of Feb, 2020.

Signed [Signature] Print Name Cynthia Maxwell

Title Project Administrator

My commission expires: 11/8, 2021.



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

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

State of TN)
s.s.
County of Davidson)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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: Bell & Associates Construction, L.P. Date: 2/20/2020

Gender: Male 187 Female 16

Race: Caucasian 166

African American 10

Hispanic 26

Other (please specify) 1 Asian.

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

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Bell & Associates Construction, L.P. Date Completed: 2/20/2020

Address: 1000 Health Park Drive, Suite 150

City: Brentwood State: TN Zip: 37027

Phone: 615-373-4343 Fax: 615-373-9224

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? Yes
Visibly placed at entrance of each jobsite or job trailer if applicable.
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? Yes
3. How is Title VI information disseminated to new/current employees? EEO discussion
during orientation and Annual Affirmative Action/EEO Training for all employees.

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

Due Date: February 20, 2020

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

Ad placements in local newspaper, emailing Invitation to Bid to all certified DBE's and individual phone calls.

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

We submit forms FHWA 1391 and EEOC-1 annually and we monitor our percentages on a regular basis.

6. Provide documentation to show that contracts contain non-discrimination assurance language. See Attached

7. Provide complaint procedures and attach complaint log form. See Attached

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) See Attached

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

02/20/2020

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

Bell & Associates Construction, LP

P.O. Box 363
255 Wilson Pike Circle (37027)
Brentwood, TN 37024

CONTRACT No. 219320.000

Phone: 615-373-4343
Fax: 615-373-9224

Required Contract Provisions Federal-Aid Construction Contracts Acknowledgement and Agreement

In order to comply with FHWA – 1273 Required Contract Provisions, we have included a copy of such form.

“Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services).”

By signing below, you are stating:

1. That Bell has provided to you a copy of FHWA-1273 and that you have read, understand, and agree to your obligations as pertains to these Required Contract Provisions while working on this project.
2. That you will provide a copy of these Required Contract Provisions with any tier subcontract that may in turn be made and furthermore you will provide a signed receipt from such tier to Bell.

Signature _____

Date: _____

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her

agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in

the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to

journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material

and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in

one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to

furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant 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 participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal 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 any Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

Title VI Self Survey for Contractors/Consultants/Suppliers

#7

Open Communications Policy

The purpose of the open communications procedure is for an employee to communicate complaints, problems, concerns or allegations so that an effort can be made to resolve the problem or complaint. All employees with any complaints about pay, working conditions, supervision, fellow employees, performance evaluations or job-related problems may use this process. The time frames described below are only guidelines.

- Talk with your direct supervisor as soon as possible about your complaint and within four working days of the occurrence of the problem.
- If your problem is with your direct supervisor, speak with the HR Department. You can reach the HR Department at 615-373-4343. The HR Manager will make every attempt to respond to you within five working days from the date you contacted her.
- If you are not satisfied with the response from the HR Department, contact the President. He will make every attempt to provide a response within seven working days.

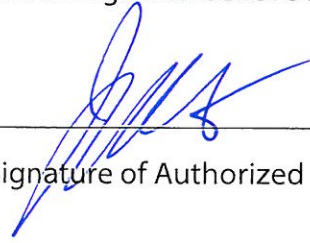
Title VI Self Survey for Contractors/Consultants/Suppliers #8

Limited English Communications Plan

Braissy Canizales has been assigned as the main point of contact for all employees who cannot communicate or know little English. She is responsible for sending out all employee communications in English and in Spanish. Any items that were sent in English, if not already translated, can be requested to be re-sent in Spanish. All requests can be made to her by phone or in writing.

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

02/20/2020

Date

BARTLETT BLVD. BRIDGE REHABILITATION
Sealed Bid #: FY2020-01-049
Due Date: February 20, 2020

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**

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
2. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15 each.
3. Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Codes Enforcement, located at 6382 Stage Road. The permits will be issued at NO costs but **must be obtained prior** to beginning any construction activity.
4. *A MANDATORY pre-bid conference will be held on Thursday, January 30, 2020 at 8:30 a.m. (CST) to address your questions and provide additional information for this proposal. All interested respondents will be required to attend this meeting. The pre-bid conference will be held at the Bartlett Engineering Department, 6382 Stage Road, Bartlett, TN 38134. If you plan to attend, please provide a company name, representative and contact number via email to Debbie Cairncross, Purchasing Agent, at dcairncross@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.*
5. The contractor shall be responsible for keeping a clean work area and remove all excess construction debris and packing from site daily.
6. The Contractor will be responsible for all materials and tools used/store at the job site and must be kept in a secure area.
7. Any damage to existing facilities, utilities, or structure occurring during the bridge rehabilitation work will be the responsibility of Contractor for repair or replacement.
8. Contractor will be responsible for obtaining access, permits, and other required permissions from CSX Rail, shall coordinate with CSX as required for access and shall satisfy all safety requirements as set forth by CSX. A copy of the executed Construction Agreement with CSX is available as APPENDIX A.

BARTLETT BLVD. BRIDGE REHABILITATION
Sealed Bid #: FY2020-01-049
Due Date: February 20, 2020

BID SUBMITTAL FORM

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

(Include an original, clearly identified, and two complete copies)

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Public Acts 109 Form – PA-1
4. Suspension and Debarment Certification Form – DCF-1 to DCF-3
5. Non-Collusion Affidavit of Principal Bidder—NCA-1
6. Contract Monitoring –CM-1
7. Title VI Plan – Title Vi-1 to Title VI-2
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 through BPS-4
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2018)
11. 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.

**REMINDER: The Outside Of The Bid Envelope Must List The Required
Information As Specified On Page IB-2, Section “f” in This Bid Document.**

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents.)

Project No. 14260 FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION

Proposal of Bell & Associates Construction, L.P. (hereinafter called "Bidder")¹ a corporation, organized and existing under the laws of the State of TN, partnership, or an individual doing business as Partnership.

To: City of Bartlett TN (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **City of Bartlett TN – Bartlett Blvd Bridge Over CSX Rail - Rehabilitation**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **180** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:
No. 1 Dated 2.11.20 No. 2 Dated 2.18.20

* * * *

¹ Insert corporation, partnership or individual as applicable.

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

A. BRIDGE REHABILITATION

ITEM	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00
2	Demolition	1	LS	\$ 13,000.00	\$ 13,000.00
3	Erosion Prevention and Sediment Control	1	LS	\$ 27,000.00	\$ 27,000.00
4	1 1/2" Asphaltic Concrete Surface (411-01) and Milling	191	TON	\$ 500.00	\$ 95,500.00
5	Bituminous Material for Tack Coat	1	TON	\$ 1,100.00	\$ 1,100.00
6	Concrete Sidewalk, 4" Thickness, Complete in Place	1,005	SF	\$ 11.00	\$ 11,055.00
7	6-72 Inlet with Frame and Grates	4	EA	\$ 5,000.00	\$ 20,000.00
8	Fine Grading Slope	1	LS	\$ 33,000.00	\$ 33,000.00
9	Removal of Concrete Slope Paving	6,500	SF	\$ 6.99	\$ 45,435.00
10	Concrete Slope Paving	6,500	SF	\$ 14.00	\$ 91,000.00
11	Guardrail Attachment at Existing Bridge Ends	102.67	LF	\$ 100.00	\$ 10,267.00
12	W-Beam Guardrail	750	LF	\$ 22.00	\$ 16,500.00
13	Tangent Energy Absorbing Terminal (NCHRP 350, TL3)	4	EA	\$ 2,600.00	\$ 10,400.00
14	Strip Seal Expansion Joint as per Sheet 22-24	360	LF	\$ 300.00	\$ 108,000.00

BPS-2 (Revised)

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

Due Date: February 20, 2020

ITEM	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
15	Paint Existing Bridge Concrete and Etc. (Applied Texture Coat)	343	SY	\$ 12.00	\$ 4,116.00
16	Jacking of Bridge	22	EA	\$ 4,750.00	\$ 104,500.00
17	12" X 8" X 1" Thick Elastomeric Bearing Pads	44	EA	\$ 300.00	\$ 13,200.00
18	Expansion Joint Repair	360	LF	\$ 110.00	\$ 39,600.00
19	Traffic Control Per Sheets 12-20	1	LS	\$ 60,000.00	\$ 60,000.00
20	Median Modification Per Sheet 21	1	LS	\$ 140,000.00	\$ 140,000.00
21	Striping - Temporary and Permanent	1	LS	\$ 60,000.00	\$ 60,000.00
22	Cleaning, Benching, Repairing, Stabilizing, Sodding Access To Work Areas	1	LS	\$ 38,000.00	\$ 38,000.00
23	Southwest Fill Area For Repair - No. 57 Stone - Complete and In Place	50	TON	\$ 72.00	\$ 3,600.00
24	12" HDPE Corrugated Pipe	500	LF	\$ 22.00	\$ 11,000.00
25	TDOT Class 'B' Riprap	85	TON	\$ 82.00	\$ 6,970.00
26	Inserta-Valve (12")	1	LS	\$ 35,000.00	\$ 35,000.00
27	Flowable Fill	100	CY	\$ 275.00	\$ 27,500.00
28	Geotextile Fabric Ballast Protection System	1	LS	\$ 18,000.00	\$ 18,000.00

B. ALLOWANCES

ITEM	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	CSX Railroad Permit				\$ 25,000.00

TOTAL BASE BID (A+B) = \$ 1,128,743.00

BPS-3 (Revised)

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

TOTAL BASE BID IN WORDS:

One million, one hundred twenty eight thousand
Seven hundred forty three dollars and zero cents

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

C. ALTERNATE (ADD/DEDUCT)

ITEM	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Bridge Deck Repair, Depth Of Repair: 1.5" Average	7,300	SF	\$16.00	\$116,800.00

BID SUMMARY

TOTAL BASE BID (A+B) = \$ 1,128,743.00

(+/- ALTERNATE) = \$ 116,800.00

TOTAL BID INCLUDING ALTERNATE = \$ 1,245,543.00

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

BARTLETT BLVD. BRIDGE REHABILITATION
Sealed Bid #: FY2020-01-049
Due Date: February 20, 2020

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

Respectfully submitted:

Bell & Associates Construction, L.P.
NAME OF FIRM

jmitchell@balp.com
Email

Jeremy Mitchell
Authorized Representative
(Typed or Printed)

615-373-4343
Phone Number



Authorized Representative Signature
(Required)

02/20/2020
Date

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 Bell & Associates Construction, LP _____ As Principal, and
 Liberty Mutual Insurance Company _____ as Surety, are hereby held and firmly bound
 unto City of Bartlett _____ 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 20th day of February, 2020.

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
 Bartlett Blvd. Bridge Rehabilitation SB #FY2020-01-049

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

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

Due Date: February 20, 2020

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.

Bell & Associates Construction, LP

Print Name

Jeremy Mitchell

By:

Principal

(L.S.)

Surety Liberty Mutual Insurance Company

By:

D-Ann KleidostyPrint Name: D-Ann Kleidosty, Attorney-in-Fact

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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5.3.a

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D-Ann Kleidosty all of the city of Atlanta, state of Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

NOTICE OF AWARD

To:

PROJECT Description: **FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION.**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2020 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 _____, 2020.

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 _____, 2020.

Name: _____

Print Name: _____

Title: _____

NA-1

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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 _____, 2020 a copy of which is
 hereto attached and made a part hereof for the construction of:

FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION

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 execution 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 BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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 _____, 2020.

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

PPB-2

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION

Sealed Bid #: FY2020-01-049

Due Date: February 20, 2020

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.

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

NOTICE TO PROCEED

TO:

PROJECT: FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION

You are hereby notified, in accordance with the Agreement dated _____, 2020, to commence WORK on or before _____, 2020 and you are to complete the WORK within **180** (one hundred eighty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2020.

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

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2020 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 **FY2020-01-049 BARTLETT BLVD. BRIDGE REHABILITATION.**
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 one hundred and eighty (180) 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) SPECIFICATIONS prepared or issued by A2H and The City of Bartlett Engineering Department and dated May 7, 2019.
 - (M) ADDENDA: NO. _____, Dated _____, 2020

BARTLETT BLVD. BRIDGE REHABILITATION
 Sealed Bid #: FY2020-01-049
 Due Date: February 20, 2020

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

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____ *My Commission expires* _____, 20____

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512

APPENDIX A

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of November 14, 2019 by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the City of Bartlett, Shelby County a body corporate and political subdivision of the State of Tennessee ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the rehabilitation of the bridge structure carrying Bartlett Blvd over CSXT at Railroad Milepost 00F 364.69 in the city of Bartlett, Shelby County Tennessee (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2022** unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by

Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512

CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.
- 4.3 Payment Terms.
- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
- (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
 - (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:
- CSX Transportation, Inc.
PO Box 530192
Atlanta, GA 30353-0192
- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations. Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D;

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(ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the

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termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
 - 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
 - 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.
11. Compliance with Laws /Notice of Incidents
 - 11.1 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project.
 - 11.2 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
 - 11.3 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
 - 11.4 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project.

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Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Agency:	City of Bartlett 6382 Stage Road Bartlett, TN 38134
17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Shelby County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Shelby County, Tennessee.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Bartlett

By: A. Keith McDonald
Name: A. Keith McDonald
Title: Mayor, City of Bartlett

CSX TRANSPORTATION, INC.

By: Tony C. Bellamy
Tony C Bellamy, P.E.
Director Project Management-Public Projects

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

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EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Bridge Rehabilitation Bartlett Blvd per approved plans.
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging services and other protective services and devices as may be necessary.
 - 2. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval.

In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

SHEET	DESCRIPTION	PREPARER	DATE
1 of 24	Cover Sheet	Ryan C. McDaniel	5-7-19
2 of 24	General Notes	David M. Smith	5-7-19
3 of 24	Present Plan	David M. Smith	5-7-19
4 of 24	Proposed Plan	David M. Smith	5-7-19
5 of 24	Details		5-7-19
6 of 24	Concrete Details	City of Bartlett	5-7-19
7 of 24	TDOT Standards	City of Bartlett	5-7-19
8 of 24	TDOT Standards	City of Bartlett	5-7-19
9 of 24	TDOT Standards	City of Bartlett	5-7-19
10 of 24	Gutter Profiles	David M. Smith	5-7-19
11 of 24	Erosion Control	David M. Smith	5-7-19
12 of 24	Pavement Markings	David M. Smith	5-7-19
13 of 24	Traffic Control Phase 1	David M. Smith	5-7-19
14 of 24	Traffic Control Phase 1	David M. Smith	5-7-19
15 of 24	Traffic Control Phase 2	David M. Smith	5-7-19
16 of 24	Traffic Control Phase 2	David M. Smith	5-7-19
17 of 24	Traffic Control Phase 3	David M. Smith	5-7-19
18 of 24	Traffic Control Phase 3	David M. Smith	5-7-19
19 of 24	Sidewalk Closure (East)	David M. Smith	5-7-19
20 of 24	Sidewalk Closure (West)	David M. Smith	5-7-19
21 of 24	Median Modification	David M. Smith	5-7-19
22 of 24	Repair Plan	Ryan C. McDaniel	5-7-19
23 of 24	Repair Plan	Ryan C. McDaniel	5-7-19
24 of 24	Repair Details	Ryan C. McDaniel	5-7-19

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of November 14, 2017 as amended from time to time.

"Agency" shall mean the City of Bartlett, Tennessee

"Agency Representative" shall mean the authorized representative of the City of Bartlett, Tennessee.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require

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or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

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VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting

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1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

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- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
 - B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
 - C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
 - D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
 - E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.
- XI. UTILITY FACILITIES ON CSXT PROPERTY
- Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.
- XII. CLEAN-UP
- Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.
- XIII. FAILURE TO COMPLY
- If Agency or Contractor violate or fail to comply with any of the requirements of these Special

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Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

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EXHIBIT D

FORCE ACCOUNT ESTIMATE

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - TN0512

ESTIMATE SUBJECT TO REVISION AFTER: 6/17/2020 DOT NO.: 877306D
CITY: Bartlett COUNTY: Shelby STATE: TN
DESCRIPTION: CE&I and Project management of contractor work over CSXT. Estimate includes preconstruction scheduling, project management, travel, flagging coordination, administration, reporting and final inspection. High-level, limited review of project construction submittals to determine compliance with CSXT specifications and standards in accordance with CSXT specifications and standards.

ZONE Nashville SUB-DIV: Memphis MILE POST: 00F 364.69
AGENCY PROJECT NUMBER:

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services STV
212 Contracted & Administrative Engineering Services CSXT
Subtotal

\$ -

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services STV
212 Contracted & Administrative Engineering Services CSXT
Subtotal

\$ 44,200
\$ 3,000
\$ 47,200

FLAGGING SERVICE- (Contract Labor)

070 Labor (Conductor-Flagman)
050 Labor (Foreman/Inspector)
070 Additive 209.30% (Transportation Department)
050 Additive 188.70% (Engineering Department)
230 Per Diem (Engineering Department)
230 Expenses
Subtotal

\$ -
\$ 28,616
\$ -
\$ 53,998
\$ 5,475
\$ -
\$ 88,089

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL

900 CONTINGENCIES: 10.00% \$ 135,289
\$ 13,529

DIVISION OF COST:

GRAND TOTAL \$ 148,818

Agency 100.00% \$ 148,818
Railroad \$ -
TOTAL \$ 148,818

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate is an approximation based on site conditions, anticipated work duration, materials prices, labor rates, manpower and resource availability, and other factors known at the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contract work procedures, and other conditions that become manifest after the estimate is prepared and during the progress of the work.

Office of Assistant Chief Engineer Public Projects - 12, Nashville, Florida

Estimated prepared by: STV, Inc. Approved by: CTA CSXT Public Project Group
DATE: 7/18/2018 REVISED: DATE: 06/20/18

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APPENDIX A

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

AND

Victoria.matts@stvinc.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between the City of Bartlett, Tennessee and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BELL & ASSOCIATES CONSTRUCTION LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P. O. BOX 363

6 City, state, and ZIP code
BRENTWOOD, TN 37024-03

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

6	2	-	1	7	1	2	7	9	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **2-17-2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Past Project References with Similar Work

Project Name: Davidson County CNA273
Owner Name: TDOT
Contact Name: David Layhew
Contact Phone: (615) 350-4300

Project Name: Shelby County CNF217
Owner Name: TDOT
Contact Name: Dennis Moultrie
Contact Phone: (731) 935-0339

**Bell & Associates Construction, L.P.
Partners**

Name	Title	Address
Keith Pyle	President	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Darek Bell	Business Development Director	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Jeremy Mitchell	Transportation Division Manager	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Steve Hoover	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Scott McKinney	Senior Project Manager	1000 Health Park Drive Suite 150 Brentwood, TN 37027
John-david Goolesby	Commercial Division Manager	1000 Health Park Drive Suite 150 Brentwood, TN 37027
John Thayer	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Eric Pyle	Project Executive	1000 Health Park Drive Suite 150 Brentwood, TN 37027
Tyler Powell	Senior Project Manager	1000 Health Park Drive Suite 150 Brentwood, TN 37027



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

350636

ID NUMBER: 41152
LIC STATUS: ACTIVE
EXPIRATION DATE: December 31, 2020

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART
P.O. BOX 363
BRENTWOOD, TN 37024-0363

State of Tennessee

350636

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 41152
LIC STATUS: ACTIVE
EXPIRATION DATE: December 31, 2020
UNLIMITED; BC; HC; HRA; MU



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Attachment: BELL CONSTRUCTION CONTRACT (NOT EXECUTED) (2770 : Bid for Bartlett Blvd Bridge Repair)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/10/20 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Erin Campbell

Department Head: John Horne

Bid for Elmore Park Drainage Improvements Project, Phase 2.

On January 24, 2020, an ad was placed in *The Daily News*. On February 20, 2020, the City received five bids, which were opened at City Hall.

Bids were received from the following companies:

COMPANY/BIDDER	BASE BID
Delgado General	\$386,785.00
Enscor	\$412,305.00
Madden Phillips	\$720,630.00
Rose Construction	\$599,600.30
Trey Construction	\$380,682.00

Funds are available in Account 311.48311.780.453.



Allen & Hoshall, Inc.
1661 International Drive Suite 100
Memphis, TN 38120
901 820 0820 fax 901 683 1001
www.allenhoshall.com

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ELMORE PARK DRAINAGE IMPROVEMENTS PROJECT, PART 2

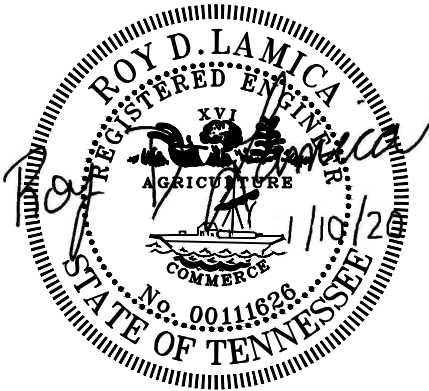
CITY OF BARTLETT, TN

SB# FY2020-01-046

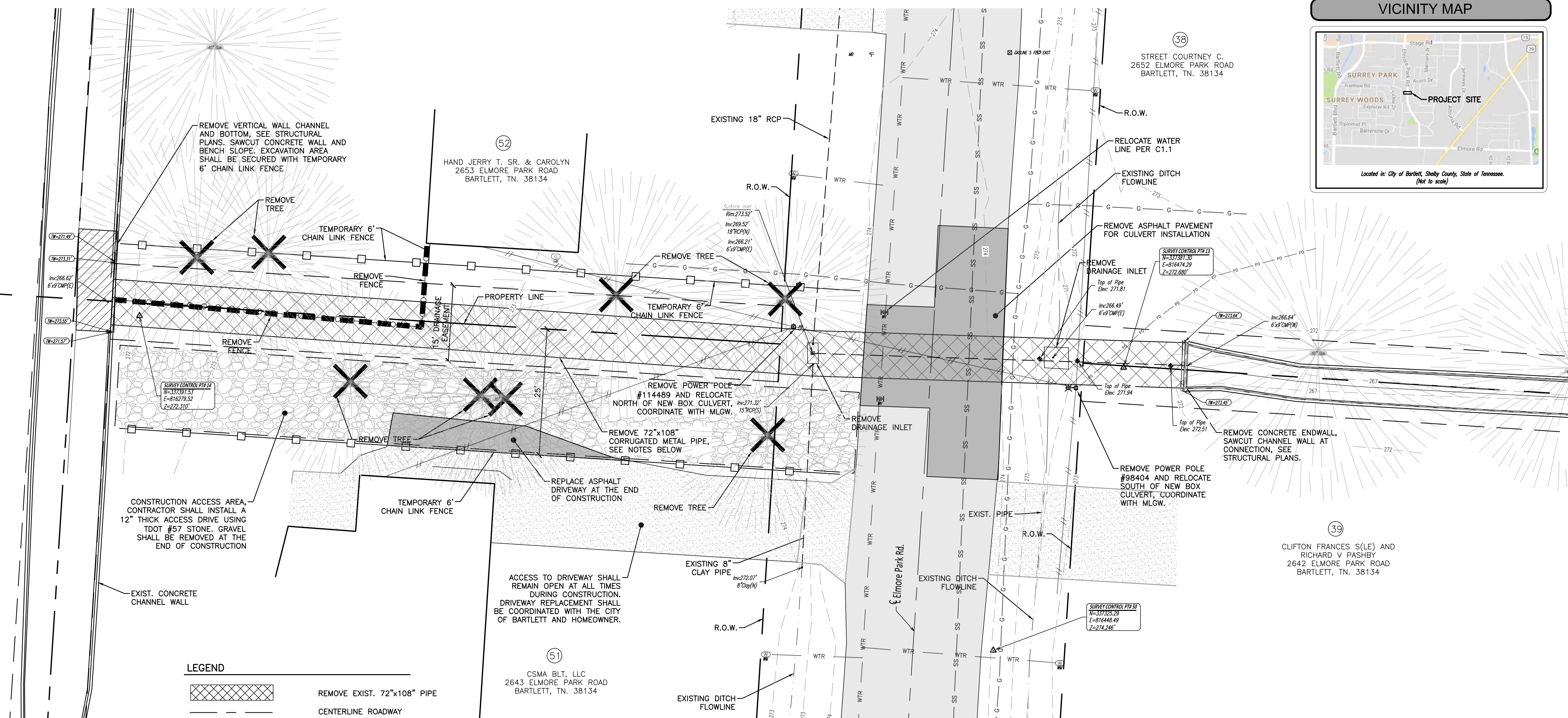
JANUARY 10, 2020

INDEX OF DRAWINGS

COVER	
C0.1	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.1	BOX CULVERT PLAN
C1.2	BOX CULVERT PROFILE
C2.1	EROSION CONTROL PLAN PHASE 1
C2.2	EROSION CONTROL PLAN PHASE 2
C2.3	EROSION CONTROL NOTES AND DETAILS
C3.1	TRAFFIC CONTROL PLAN
C4.1	DETAILS
C4.2	DETAILS
C4.3	DETAILS
S1.0	OVERALL CULVERT LAYOUT
S1.1	ENLARGED PLANS
S2.1	SECTIONS AND DETAILS



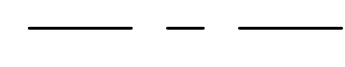
VICINITY MAP



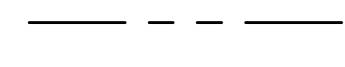
LEGEND



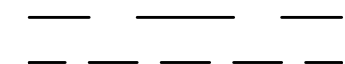
REMOVE EXIST. 72"x108" PIPE



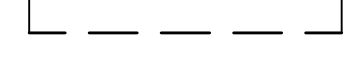
CENTERLINE ROADWAY



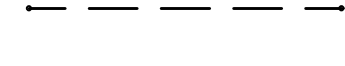
PROPERTY/ROW LINE



EASEMENT LINE



BOX CULVERT



DRAINAGE PIPE



CHANNEL LINING



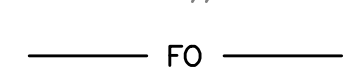
DITCH FLOWLINE



UNDERGROUND GAS LINE



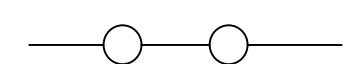
WATER LINE



OVERHEAD ELECTRIC



FIBER OPTIC LINE



SANITARY SEWER LINE



FENCE LINE



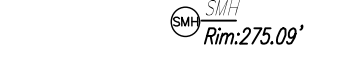
WATER METER



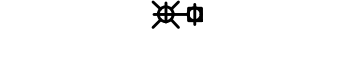
FIRE HYDRANT



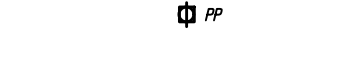
WATER VALVE



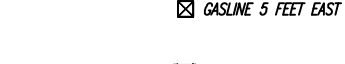
DRAINAGE MANHOLE



SANITARY MANHOLE



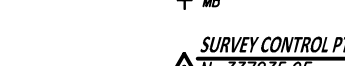
LIGHT POLE



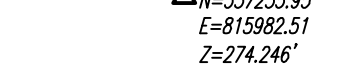
POWER POLE



GAS LINE MARKER



GAS METER



MAILBOX



SURVEY CONTROL POINT

PIPE REMOVAL NOTES:

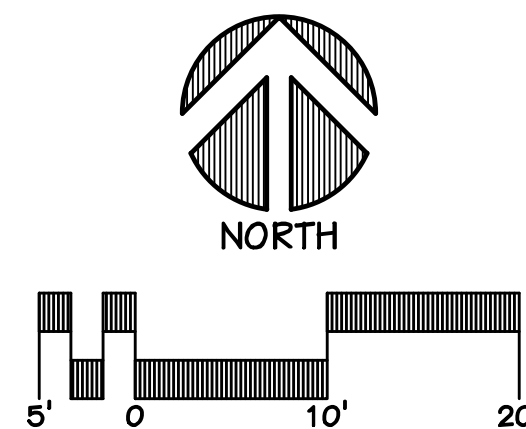
- EXISTING PIPE SHALL BE REMOVED IN PHASES TO MAINTAIN EXISTING DRAINAGE FLOWS DURING CONSTRUCTION. REMOVAL AND INSTALLATION SHALL BE LIMITED TO A QUANTITY THAT CAN BE COMPLETED IN ONE (1) DAY. EXCAVATIONS SHALL BE BACKFILLED BEFORE THE END OF THE DAY AND THE AREA BETWEEN NEW AND EXISTING SHALL BE SECURED DAILY.
- EXCAVATIONS SHALL BE KEPT TO A MINIMUM TO AVOID DAMAGE TO ADJACENT STRUCTURES.
- STORM WATER FLOW SHALL BE MAINTAINED FROM THE REMAINING EXISTING PIPE TO THE NEW INSTALLED BOX CULVERT AT ALL TIMES.
- STORM WATER FLOW IN THE DOWNSTREAM VERTICAL WALL CHANNEL SHALL BE DIVERTED AROUND THE CONSTRUCTION AREA DURING INSTALLATION OF THE NEW BOX CULVERT CONNECTION.

DRAINAGE NOTES:

- THE RIM ELEVATIONS NOTED FOR THE 3'x3' INLET ARE TO THE BOTTOM OF THE WINDOW OPENING. COORDINATES ARE TO THE CENTER OF STRUCTURE.
- COORDINATES NOTED FOR HEADWALLS ARE TO THE CENTER OF THE STRUCTURE AT THE FACE OF WALL.
- STRUCTURES SHALL BE PER CITY OF BARTLETT STANDARDS.

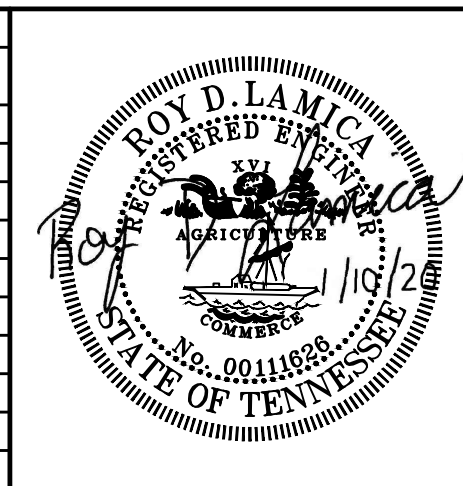
GENERAL NOTES:

- UTILITY DISCLAIMER:
LOCATION OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE, WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
- FOR UNDERGROUND UTILITY LOCATIONS CALL 811.
- FIELD VERIFY EXISTING GRADES AND COMPARE WITH PLAN ON THIS SHEET. REPORT ALL DISCREPANCIES TO THE ARCHITECT PRIOR TO STARTING CONSTRUCTION OPERATIONS.
- ALL EDGES OF ASPHALT TO BE REMOVED SHALL BE SAWCUT ON NEAT LINES.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY ON ANY ADJUSTMENTS TO UTILITY BOXES OR VALVES.
- ALL EXISTING UTILITY BOX LIDS AND MANHOLE LIDS TO REMAIN SHALL BE RAISED OR LOWERED TO MATCH FINISHED GRADE ELEVATION.
- VERIFY LOCATION OF EXISTING WATER AND GAS LINES PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS TO ALL HOUSES AT ALL TIMES.
- CONTRACTOR SHALL INSTALL TEMPORARY 6' CHAIN LINK FENCE AROUND CONSTRUCTION AREA FOR HOMEOWNERS SECURITY AND SAFETY.



Allen&Hoshall
engineers-architects-surveyors

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2

DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.

DIVISION OF ENGINEERING
EXISTING CONDITIONS AND
DEMOLITION PLAN
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL

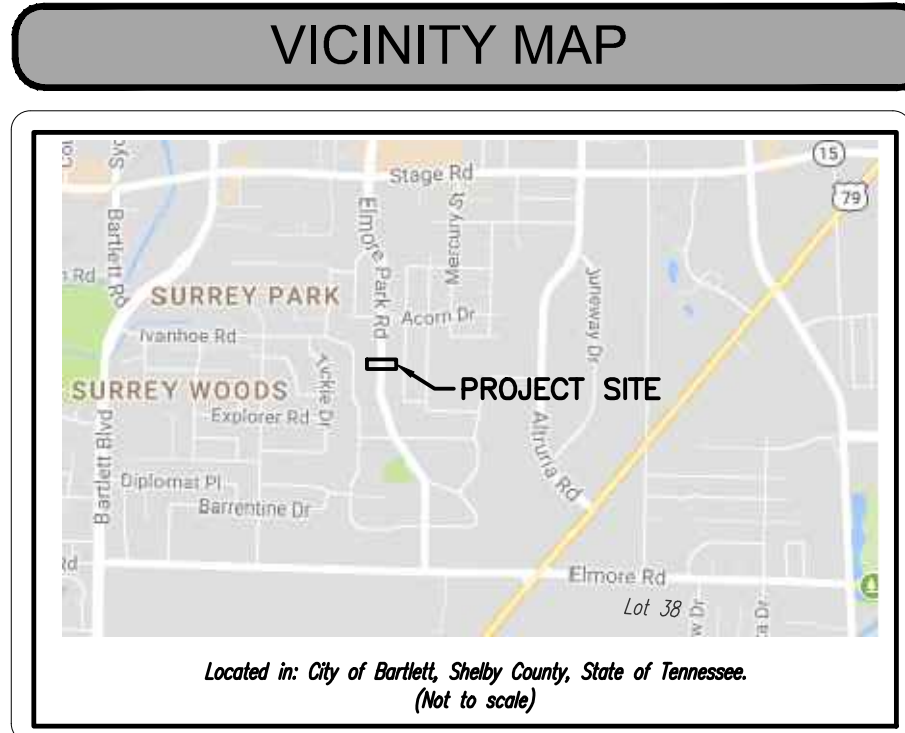
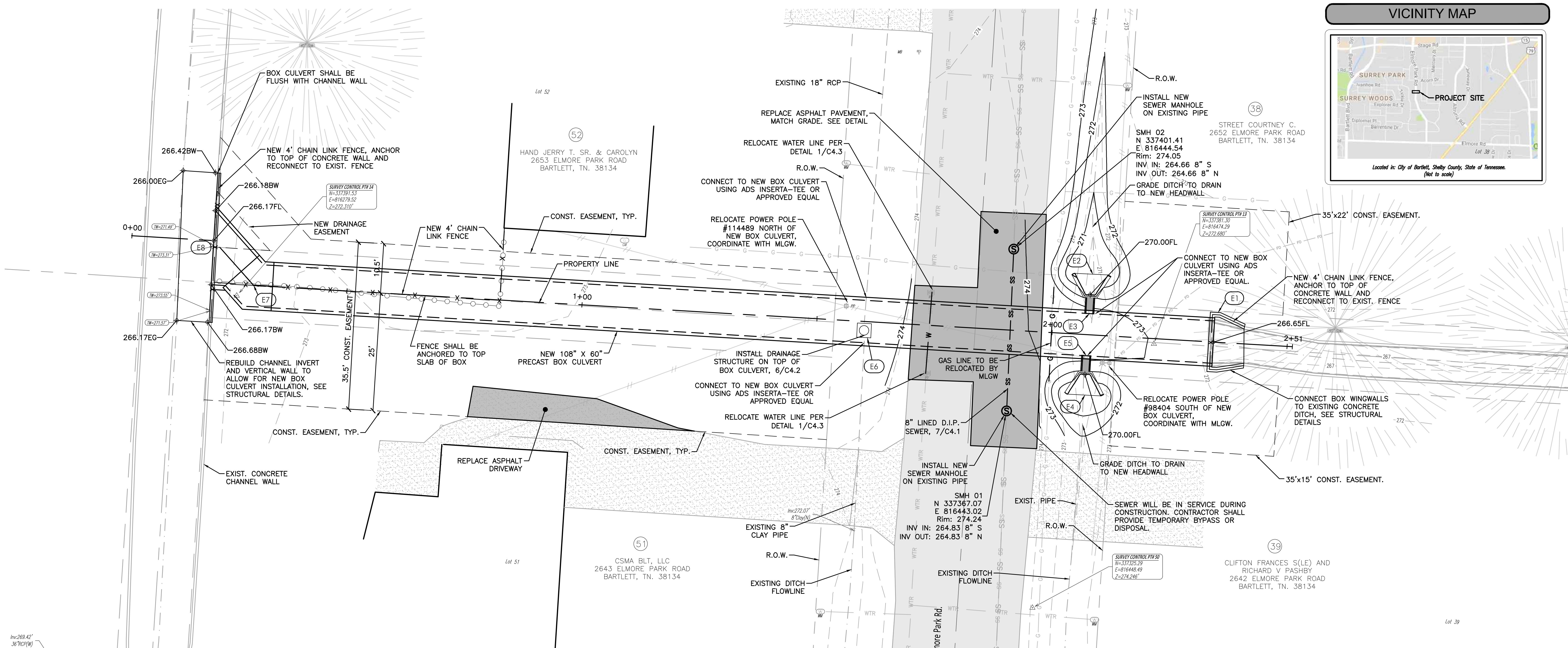
DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20

PROJECT NO.: 72105
BOOK:
SCALE: AS NOTED

REVIEWED
CITY ENGINEER

1/23/2020
DATE

C0.1



PROPOSED STORM DRAINAGE STRUCTURES						
NUMBER	NORTHING	EASTING	STRUCTURE TYPE	RIM ELEV	FLOW LINE ELEV	DRAINAGE AREA, AC
E1	337381.69	816486.91	CONNECTION TO EX. CONCRETE DITCH	N/A	266.65	N/A
E2	337391.75	816460.81	TYPE "D" HEADWALL	N/A	270.00	7.20
E3	337387.75	816460.58	CONNECTION TO BOX CULVERT	N/A	269.80	N/A
E4	337374.83	816459.70	TYPE "D" HEADWALL	N/A	270.00	6.17
E5	337378.82	816459.94	CONNECTION TO BOX CULVERT	N/A	269.80	N/A
E6	337384.17	816412.75	3x3 INLET	273.40*	266.51	1.73
E7	337393.70	816283.12	45° BEND	N/A	266.20	N/A
E8	337403.23	816274.65	CONNECTION TO EX. CONCRETE DITCH	N/A	266.17	N/A

*SEE NOTE 1.

PROPOSED STORM DRAIN PIPES										
FROM	INV. ELEV	TO	INV. ELEV	DIA., in	SLOPE, %	LENGTH, ft	DESIGN Q, cfs	CAPACITY Q, cfs	VELOCITY, fps	UPSTREAM AREA, AC.
E1	266.65	E7	266.20	108"x60" RCBC	0.22%	204.14	218.68	331.03	8.00	171.2
E2	270.00	E3	269.80	18"	5.00%	4.01	15.81	23.48	13.29	7.20
E4	270.00	E5	269.80	18"	5.00%	4.00	15.97	23.48	13.29	6.17
E7	266.20	E8	266.17	108"x60" RCBC	0.22%	12.76	218.68	331.03	8.00	171.2

DRAINAGE NOTES:

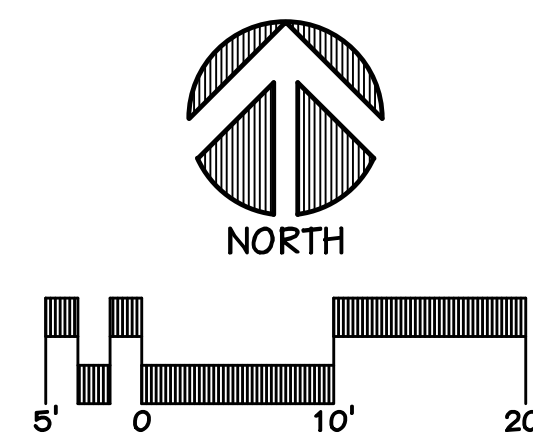
- THE RIM ELEVATIONS NOTED FOR THE 3'x3' INLET ARE TO THE BOTTOM OF THE WINDOW OPENING. COORDINATES ARE TO THE CENTER OF STRUCTURE.
- COORDINATES NOTED FOR HEADWALLS ARE TO THE CENTER OF THE STRUCTURE AT THE FACE OF WALL.
- STRUCTURES SHALL BE PER CITY OF BARTLETT STANDARDS.

GENERAL NOTES:

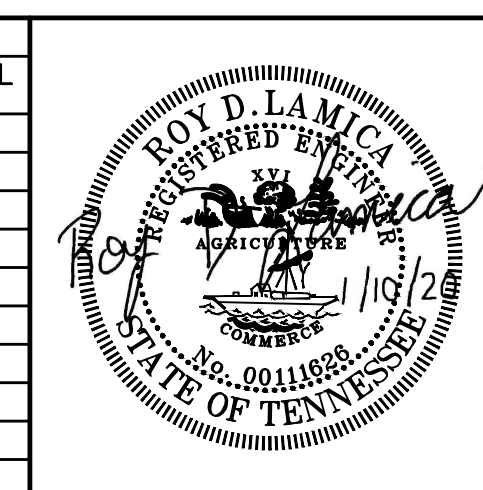
- FIELD VERIFY GRADES AND COMPARE WITH PLAN. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION ACTIVITIES.
- ALL DRAINAGE STRUCTURES SHALL BE TO CITY OF BARTLETT STANDARDS.
- FILL SHALL BE PLACED IN 6" COMPACTED LIFTS AND COMPACTED TO 96% STANDARD PROCTOR.
- CONTRACTOR SHALL INSTALL TEMPORARY 6' CHAIN LINK FENCE AROUND CONSTRUCTION AREA FOR HOMEOWNERS SECURITY AND SAFETY.

ABBREVIATIONS

FG	FINISHED GRADE
FFE	FINISHED FLOOR ELEV
TH	THRESHOLD
TW	TOP OF WALL
BW	BOTTOM OF WALL
TC	TOP OF CURB
BC	BOTTOM OF CURB
FL	FLOWLINE
RM	RIM
HP	HIGH POINT
LP	LOW POINT
TS	TOP OF STAIRS
BS	BOTTOM OF STAIRS

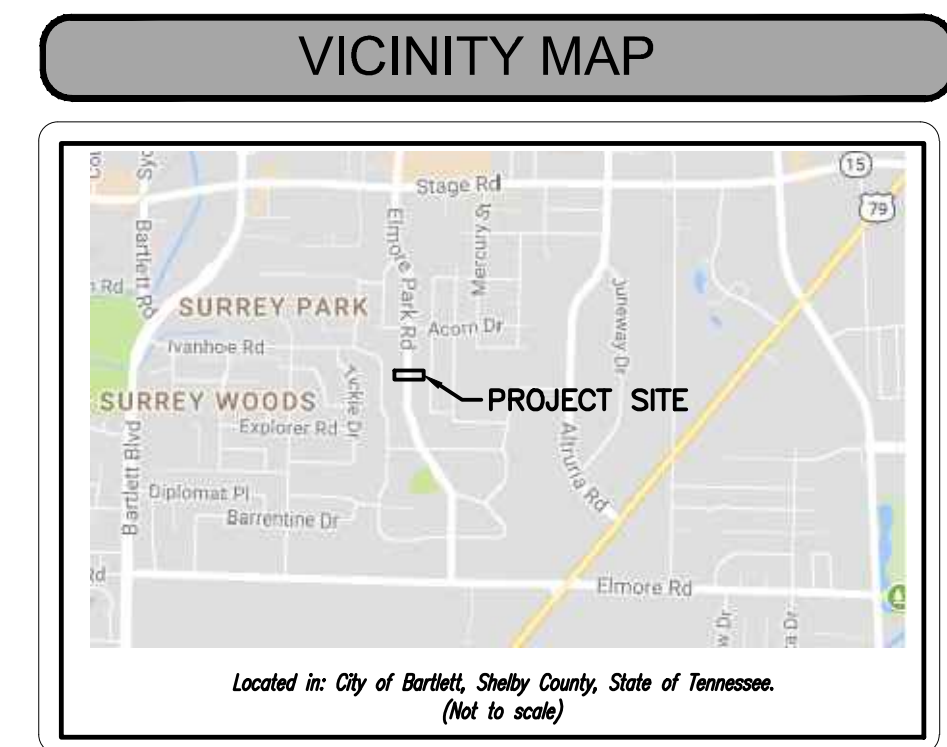
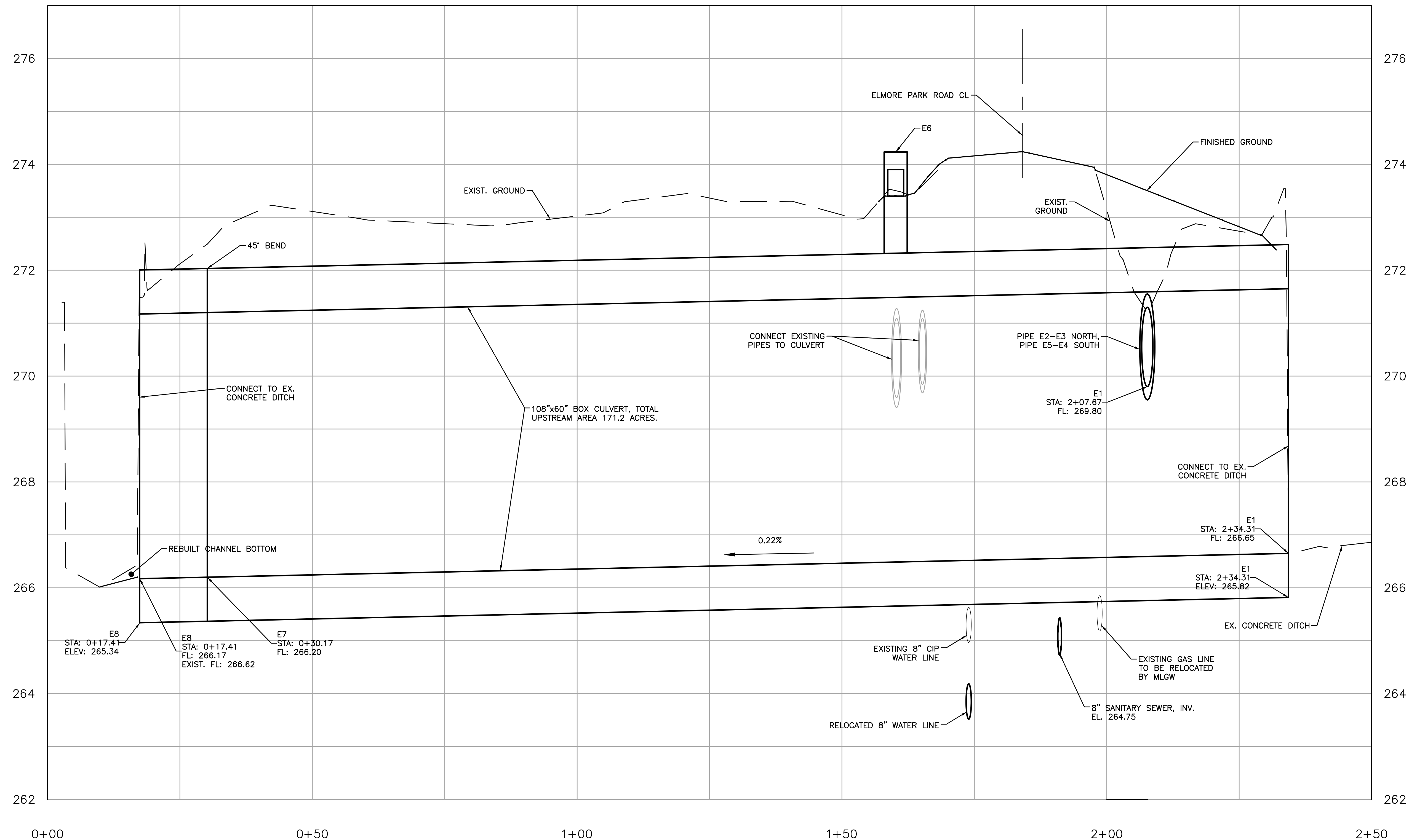


REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

**ELMORE PARK DRAINAGE IMPROVEMENTS, PART 2**
 DEVELOPER: CITY OF BARTLETT
 ENGINEER: ALLEN & HOSHALL, INC.

DIVISION OF ENGINEERING BOX CULVERT PLAN		
LOCATION: ELMORE PARK BARTLETT, TENNESSEE		
SURVEY: AH	DATE: 02.15.17	PROJECT NO.: 72105
DESIGN BY: RDL	DATE: 01.10.20	BOOK: LOW POINT
DRAWN BY: RDL	DATE: 01.10.20	SCALE: AS NOTED
 CITY ENGINEER		1/23/2020 DATE

C1.1



PROPOSED STORM DRAINAGE STRUCTURES						
NUMBER	NORTHING	EASTING	STRUCTURE TYPE	RIM ELEV	FLOW LINE ELEV	DRAINAGE AREA, AC
E1	337381.69	816486.91	CONNECTION TO EX. CONCRETE DITCH	N/A	266.65	N/A
E2	337391.75	816460.81	TYPE "D" HEADWALL	N/A	270.00	7.20
E3	337387.75	816460.58	CONNECTION TO BOX CULVERT	N/A	269.80	N/A
E4	337374.83	816459.70	TYPE "D" HEADWALL	N/A	270.00	6.17
E5	337378.82	816459.94	CONNECTION TO BOX CULVERT	N/A	269.80	N/A
E6	337384.17	816412.75	3x3 INLET	273.40*	266.51	1.73
E7	337393.70	816283.12	45° BEND	N/A	266.20	N/A
E8	337403.23	816274.65	CONNECTION TO EX. CONCRETE DITCH	N/A	266.17	N/A

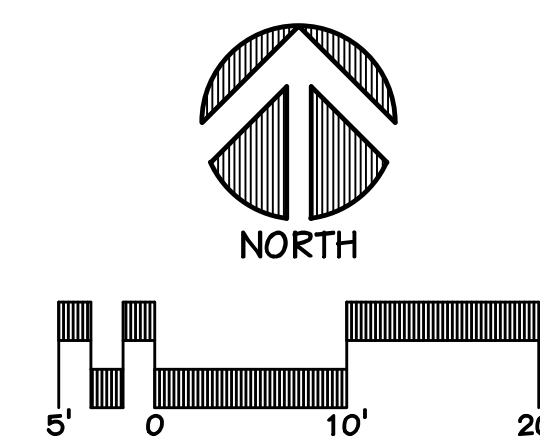
*SEE NOTE 1.

PROPOSED STORM DRAIN PIPES										
FROM	INV. ELEV	TO	INV. ELEV	DIA., in	SLOPE, %	LENGTH, ft	DESIGN Q, cfs	CAPACITY Q, cfs	VELOCITY, fps	UPSTREAM AREA, AC.
E1	266.65	E7	266.20	108"x60" RBCB	0.22%	204.14	218.68	331.03	8.00	171.2
E2	270.00	E3	269.80	18"	5.00%	4.01	15.81	23.48	13.29	7.20
E4	270.00	E5	269.80	18"	5.00%	4.00	15.97	23.48	13.29	6.17
E7	266.20	E8	266.17	108"x60" RBCB	0.22%	12.76	218.68	331.03	8.00	171.2

BOX CULVERT PROFILE
SCALE: 1" = 10' H, 1" = 1' V

DRAINAGE NOTES:

1. THE RIM ELEVATIONS NOTED FOR THE 3'x3' INLET ARE TO THE BOTTOM OF THE WINDOW OPENING. COORDINATES ARE TO THE CENTER OF STRUCTURE.
2. COORDINATES NOTED FOR HEADWALLS ARE TO THE CENTER OF THE STRUCTURE AT THE FACE OF WALL.
3. STRUCTURES SHALL BE PER CITY OF BARTLETT STANDARDS.

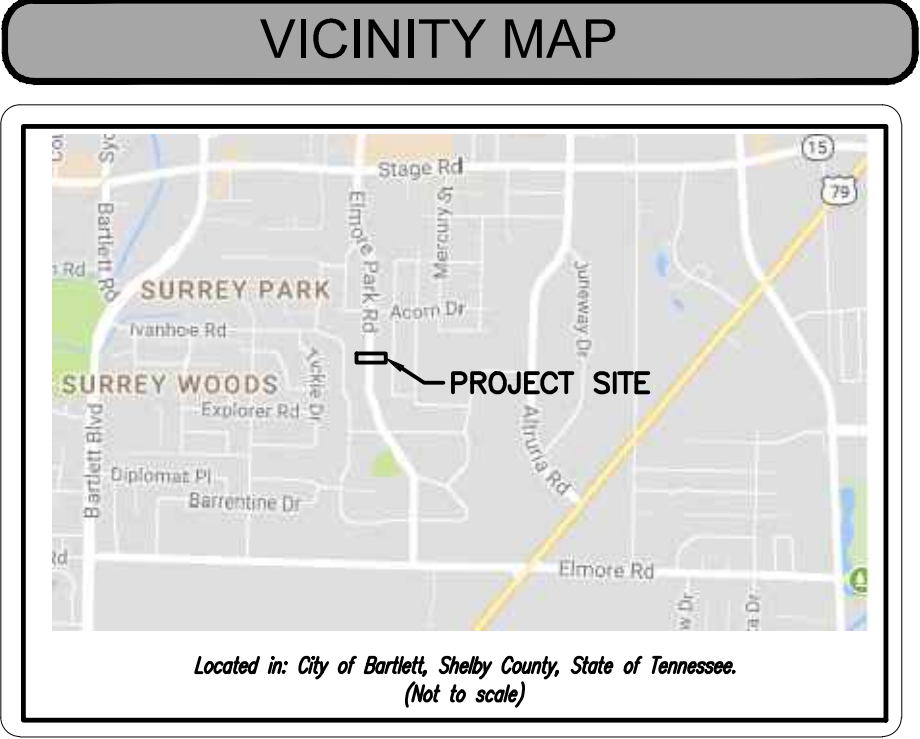
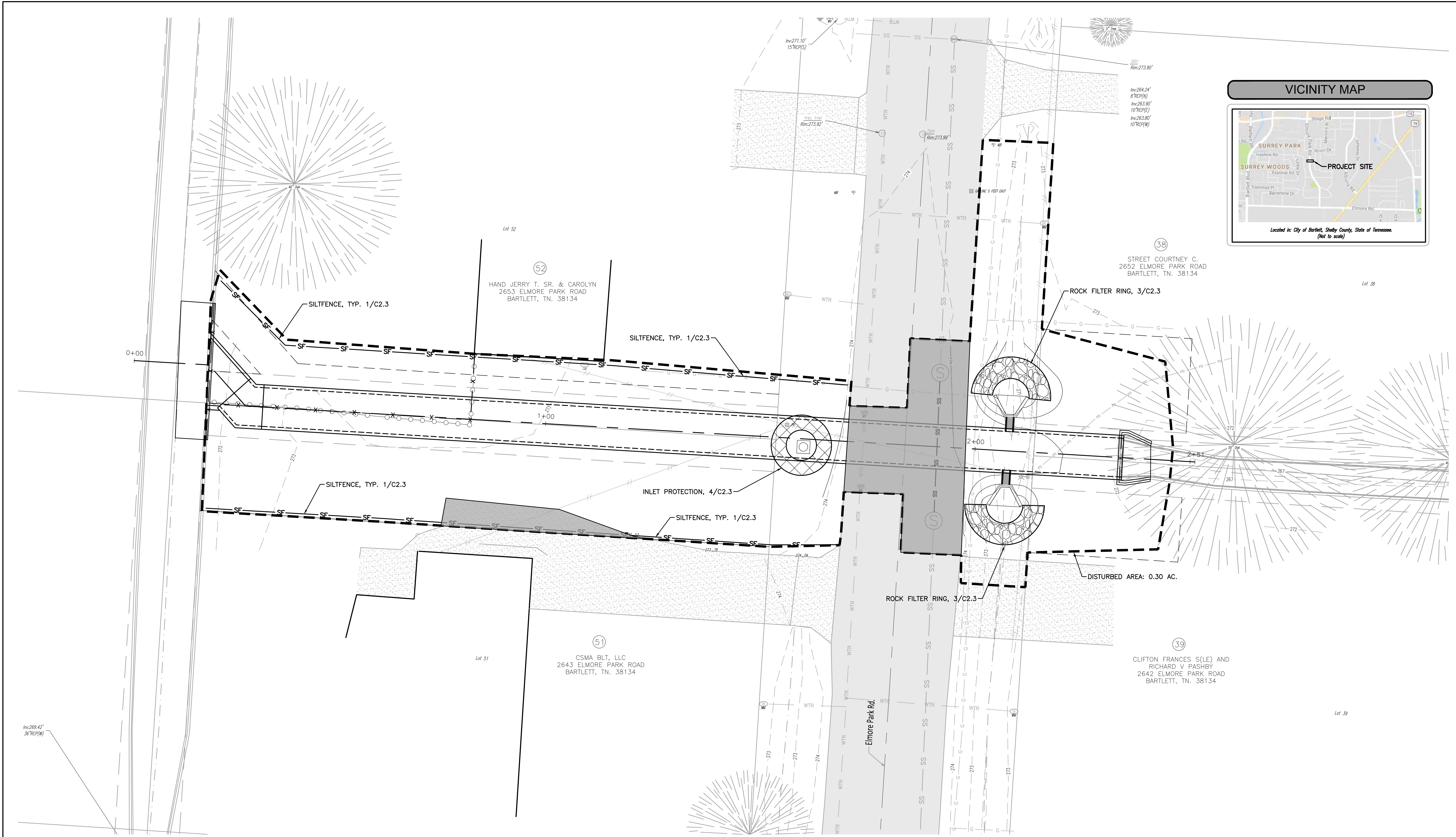


REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



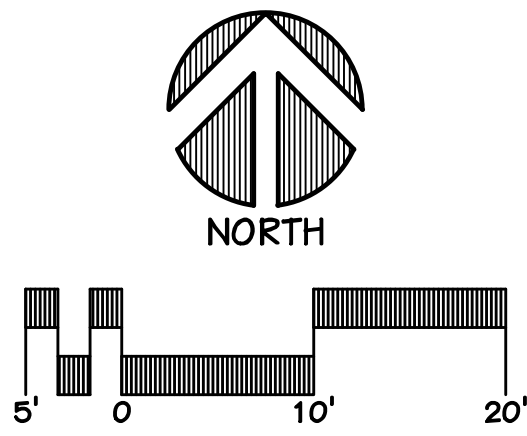
ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.

DIVISION OF ENGINEERING
BOX CULVERT PROFILE
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE
PROJECT NO.: 72105
BOOK: SCALE: AS NOTED
SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL
DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20
CITY ENGINEER
1/23/2020
DATE

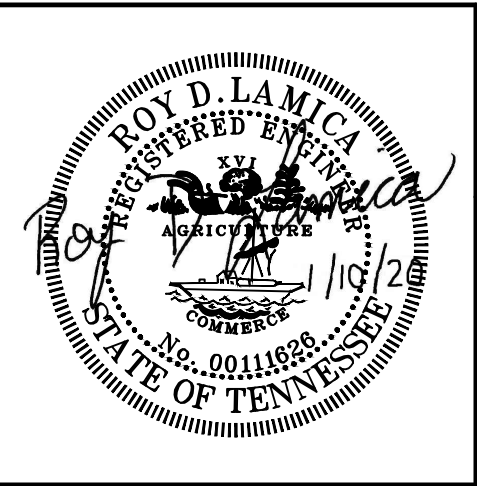


- SEQUENCE OF EVENTS**
1. INSTALL PHASE 1 EROSION CONTROL MEASURES.
 2. MAINTAIN PHASE 1 EROSION CONTROL MEASURES.
 3. STABILIZE ALL DISTURBED AREAS.
 4. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION.

TOTAL DISTURBED AREA = 0.25 ACRES



REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



ELMORE PARK DRAINAGE IMPROVEMENTS, PART 2
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.

DIVISION OF ENGINEERING
EROSION CONTROL PLAN PHASE 1
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

SURVEY: AH
DESIGN BY: RDL
DRAWN BY: IFW

DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20

PROJECT NO.: 72105
BOOK:
SCALE: AS NOTED

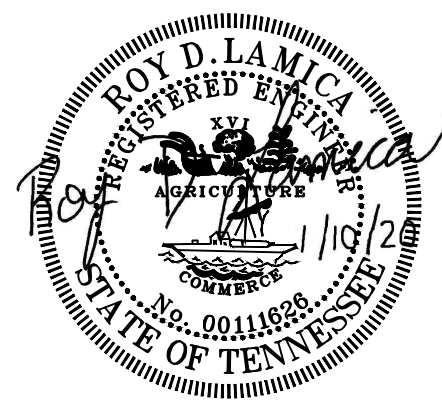
REVIEWED
CITY ENGINEER
1/23/2020
DATE



TOTAL DISTURBED AREA = 0.30 ACRES

SOD

1. ALL DISTURBED EARTHEN AREAS SHALL BE
SODDED WITH BERMUDA.

[illegible]

ELMORE PARK DRAINAGE IMPROVEMENTS, PART 2

DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC

EROSION CONTROL PLAN PHASE 2

SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL

DATE: 02.15.17 PROJECT NO.: 72105
DATE: 01.10.20 BOOK:
DATE: 01.10.20 SCALE: AS NOTED

REVIEWED

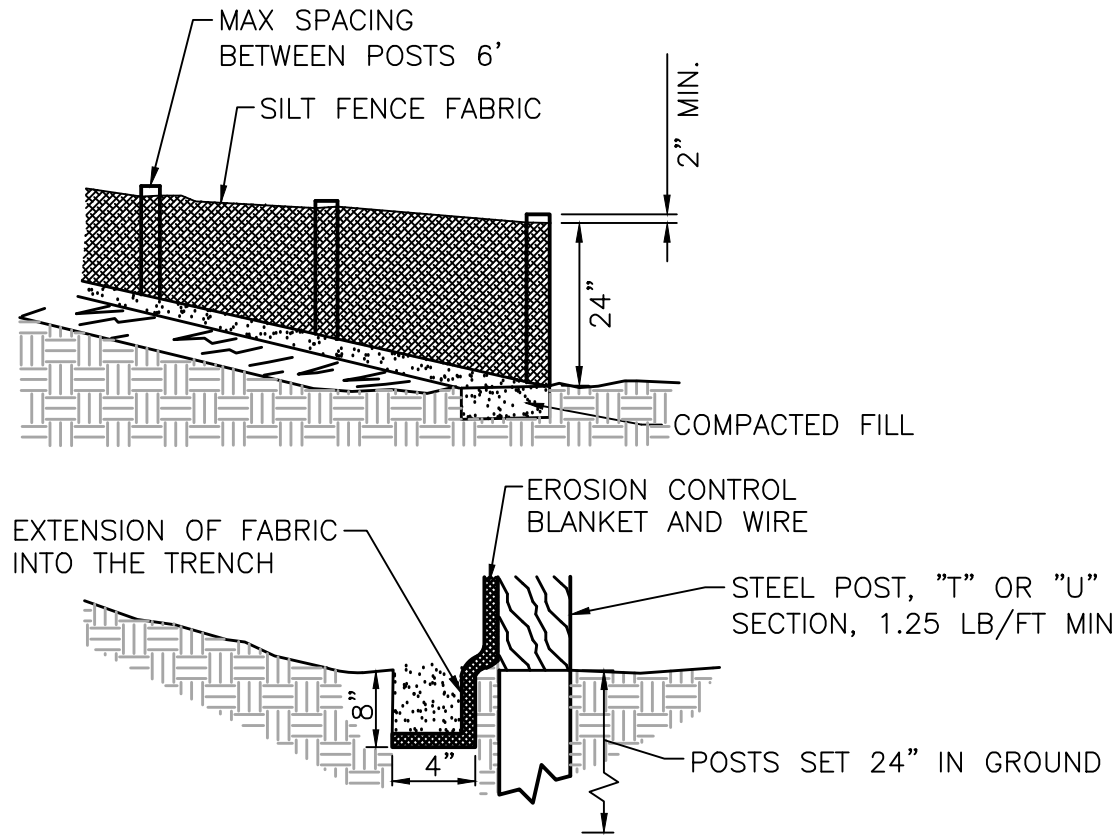


CITY ENGINEER

1/22/2020
DATE

EROSION CONTROL NOTES

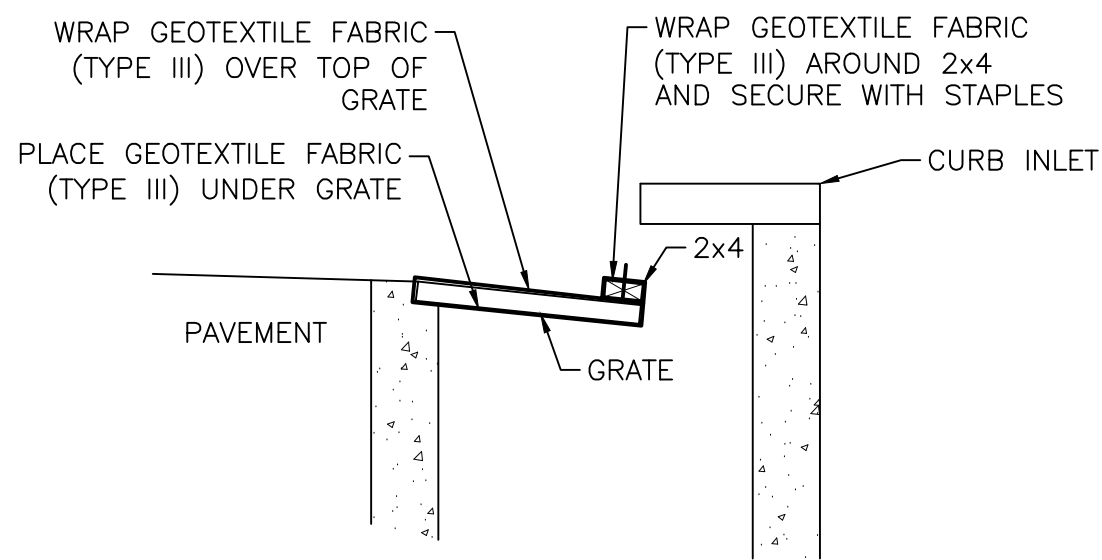
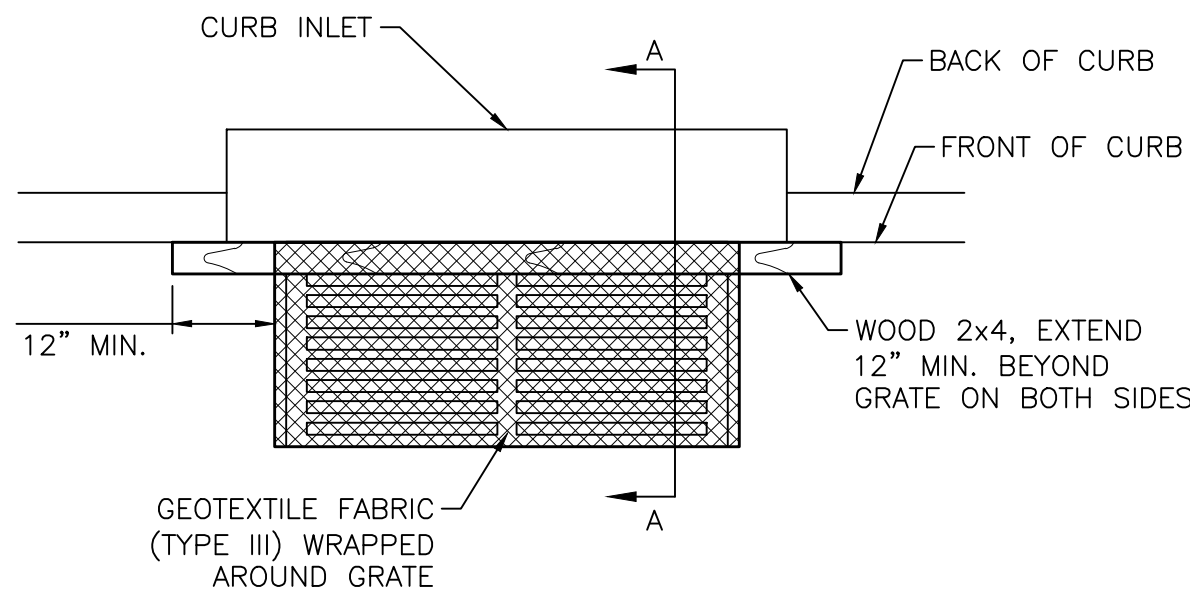
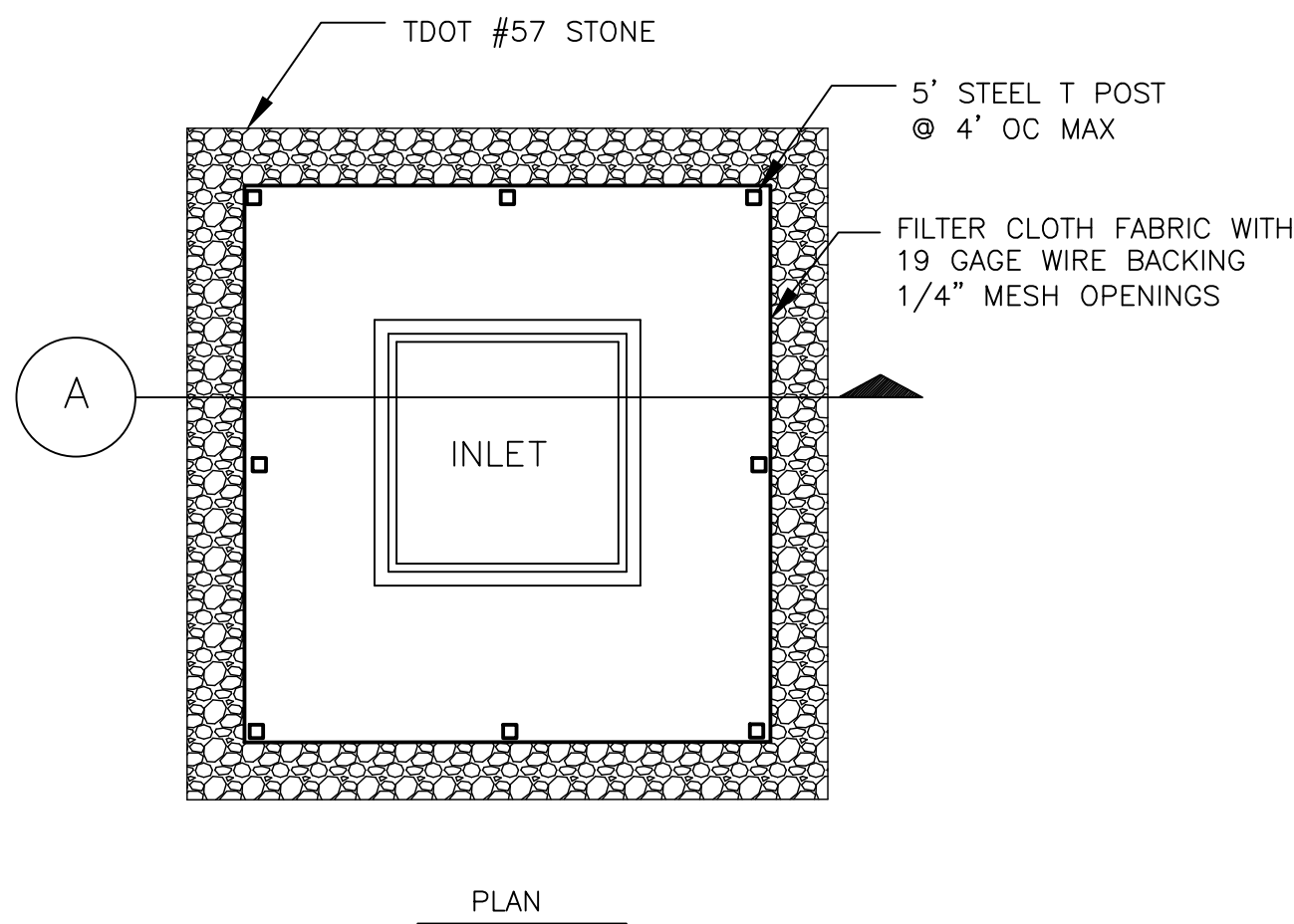
1. THE PURPOSE OF THIS EROSION CONTROL PLAN IS TO PREVENT SILTATION AND OTHER POLLUTANTS, DUE TO CONSTRUCTION, FROM ENTERING ADJACENT STREAMS AND PROPERTY.
2. CLEARING AND GRUBBING IS TO BE HELD TO THE MINIMUM WIDTH NECESSARY TO ACCOMMODATE SLOPES. UNNECESSARY CANOPY REMOVAL (TREES, SHRUBS, ETC.) IS PROHIBITED.
3. MAINTAIN ALL GROUND COVER WHENEVER POSSIBLE. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT TO RECEIVE PAVING SHALL BE SODDED AS SOON AS POSSIBLE.
4. ALL DITCHES AND FRESH CUTS IN DRAINAGE WAYS SHALL BE STABILIZED WITH SOD WHERE INDICATED ON PLAN.
5. TO REDUCE SEDIMENT IN RUNOFF, EROSION CONTROL MEASURES SHALL BE INSTALLED PROMPTLY DURING ALL CONSTRUCTION PHASES.
6. SEDIMENT TRAPS SHALL BE LOCATED AS NEEDED BY THE ENGINEER.
7. SITE EROSION CONTROLS SHALL BE CHECKED BI-WEEKLY AND AT LEAST 72 HOURS APART AND IF NECESSARY REPAIRED WITHIN 24 HOURS AFTER EACH RAINFALL GREATER THAN 0.5". IN THE EVENT OF CONTINUOUS RAINFALL, EROSION CONTROLS SHALL BE CHECKED DAILY.
8. DURING SEDIMENT REMOVAL, THE CONTRACTOR SHALL TAKE CARE TO ENSURE THAT STRUCTURAL COMPONENTS OF EROSION CONTROL STRUCTURES ARE NOT DAMAGED AND THUS MADE INEFFECTIVE. IF DAMAGE DOES OCCUR, THE CONTRACTOR SHALL REPAIR THE STRUCTURES AT THE CONTRACTOR'S EXPENSE.
9. ALL AREAS TO REMAIN BARE GREATER THAN 14 DAYS MUST BE TEMPORARILY STABILIZED. ALL SLOPES GREATER THAT 3 TO 1 TO REMAIN BARE FOR MORE THAT 7 DAYS MUST BE TEMPORARILY STABILIZED.
10. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE ENGINEER. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE SEDIMENT IN RUN-OFF. ALL COST FOR SEDIMENT REMOVAL SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
11. UPON COMPLETE REMOVAL OF SEDIMENT TRAPS, SPECIAL DITCHES, ETC., THE AREA WHERE THEY WERE CONSTRUCTED IS TO BE TOPSOILED, SEEDED, AND MULCHED.
12. ALL STOCKPILES TO BE CONTAINED BY SILT FENCE IN ORDER TO PREVENT SEDIMENT RUNOFF FROM ENTERING NEARBY STREAMS.
13. SHOULDERS AND EXCAVATED AREAS SHALL BE PROMPTLY STABILIZED AGAINST EROSION. SILTATION MEASURES SHALL BE IMPLEMENTED PROMPTLY TO REDUCE THE SEDIMENT IN RUN-OFF FROM THE CONSTRUCTION SITE.
14. EQUIPMENT STAGING AND MAINTENANCE AREAS SHALL BE DEVELOPED A SUFFICIENT DISTANCE FROM STREAMS TO ENSURE THAT OIL, GASOLINE, AND OTHER PETROLEUM POLLUTANTS DO NOT ENTER THE WATERWAYS.
15. FAILURE TO MAINTAIN GOOD EROSION CONTROL MEASURES COULD RESULT IN A FINE BEING ISSUED TO THE CONTRACTOR. THE PRIMARY PERMITTEE (OWNER/DEVELOPER) IS ULTIMATELY RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THE CONSTRUCTION GENERAL PERMIT. ALL PERMITTEES, BOTH PRIMARY AND SECONDARY (TYPICALLY THE CONTRACTOR) CAN BE HELD RESPONSIBLE IF THE TERMS AND CONDITIONS OF THE CONSTRUCTION GENERAL PERMIT ARE NOT MET.
16. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL DEVICES IN GENERAL CONFORMANCE TO THE EROSION CONTROL PLAN. THE EROSION CONTROL PLAN IS PROVIDED TO INDICATE MINIMUM EROSION CONTROL MEASURES REQUIRED OF THE CONTRACTOR AND DOES NOT TAKE INTO ACCOUNT THE CONTRACTOR'S SEQUENCE OF CONSTRUCTION. ADDITIONAL EROSION CONTROL MEASURES SHALL BE UNDERTAKEN BY THE CONTRACTOR AS REQUIRED TO MINIMIZE IMPACTS TO ADJACENT PROPERTIES AND THE DRAINAGE SYSTEM DOWNSTREAM OF THE SITE, AT NO ADDITIONAL COST.
17. CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO BEGINNING CONSTRUCTION OR OTHER ACTIVITIES.
18. A SPECIFIC INDIVIDUAL SHALL BE DESIGNATED TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS ON EACH PROJECT SITE.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SOIL EROSION CONTROL MEASURES AS NOTED ON THE PLANS AND AS REQUESTED BY THE OWNER DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SATISFYING THE REQUIREMENTS OF THE STATE OF TENNESSEE DIVISION OF WATER RESOURCES AS SET FORTH IN THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK. ALL SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONTRACT SO AS TO PREVENT ANY SEDIMENTATION FROM WASHING OFF THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHTS-OF-WAY. STRAW BALE DAMS AND/OR SEDIMENT FENCE SHALL BE INSTALLED AS DIRECTED. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL MAINTENANCE ACTIVITIES FOR THE EROSION CONTROL ELEMENTS AS REQUIRED BY THE STATE OF TENNESSEE DIVISION OF WATER RESOURCES.
20. THE FOLLOWING ITEMS MUST BE AVAILABLE ON SITE FOR THE DIVISION OF WATER RESOURCES INSPECTOR ON REQUEST: EROSION CONTROL PLAN, SWPPP, TWICE WEEKLY INSPECTION CERTIFICATION FORMS, AND THE NOTICE OF COVERAGE FOR THE PROJECT.
21. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT MUST BE REPLACED AT THE END OF THE WORK DAY OR PRIOR TO RAINFALL EVENTS.
22. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED AS NECESSARY, BI-WEEKLY IN DRY PERIODS AND WITHIN 24 HOURS AFTER ANY RAINFALL OF 0.5 INCHES WITHIN A 24 HOUR PERIOD. DURING PROLONGED RAINFALL, DAILY CHECKING AND REPAIRING IS NECESSARY. THE PERMITTEE SHALL MAINTAIN RECORDS OF CHECKS AND REPAIRS.
23. ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TDEC "EROSION AND SEDIMENT CONTROL HANDBOOK."
24. THE CONTRACTOR IS RESPONSIBLE FOR MEETING THE REQUIREMENTS OF THIS PLAN AND FOR INSTALLING NEW SILT FENCE AS REQUIRED.
25. IN ACCORDANCE WITH CITY OF BARTLETT MS4 PERMIT, ALL STATE/NPDES PERMITS ARE REQUIRED TO HAVE BEEN OBTAINED BEFORE START UP OF ANY CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION GENERAL PERMIT, ARAP AND ARMY CORPS OF ENGINEERS PERMIT.
26. CONTRACTOR SHALL NOTIFY THE CITY OF BARTLETT INSPECTION OFFICE A MINIMUM OF 24 HOURS PRIOR TO BEGINNING CONSTRUCTION.



MAINTENANCE:

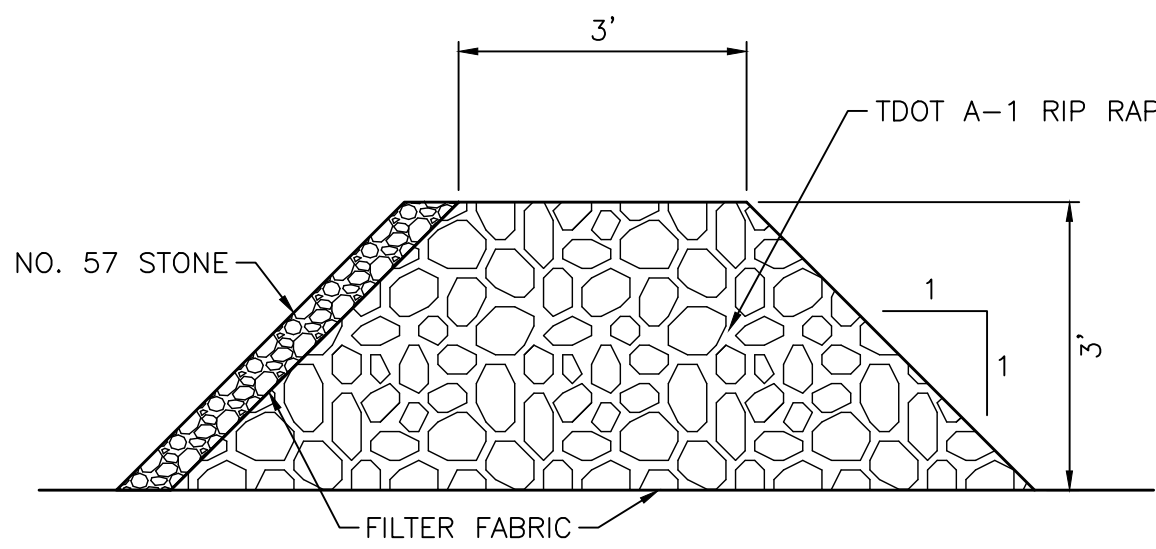
1. INSPECT SEDIMENT FENCES AT LEAST TWICE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY. REPLACE BURLAP AS NEEDED.
2. REMOVE SEDIMENT DEPOSITS WHEN THE STORAGE VOLUME HAS BEEN REDUCED BY 50% TO PROVIDE ADEQUATE STORAGE FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

1 TYP. SILT FENCE
C2.3 NTS

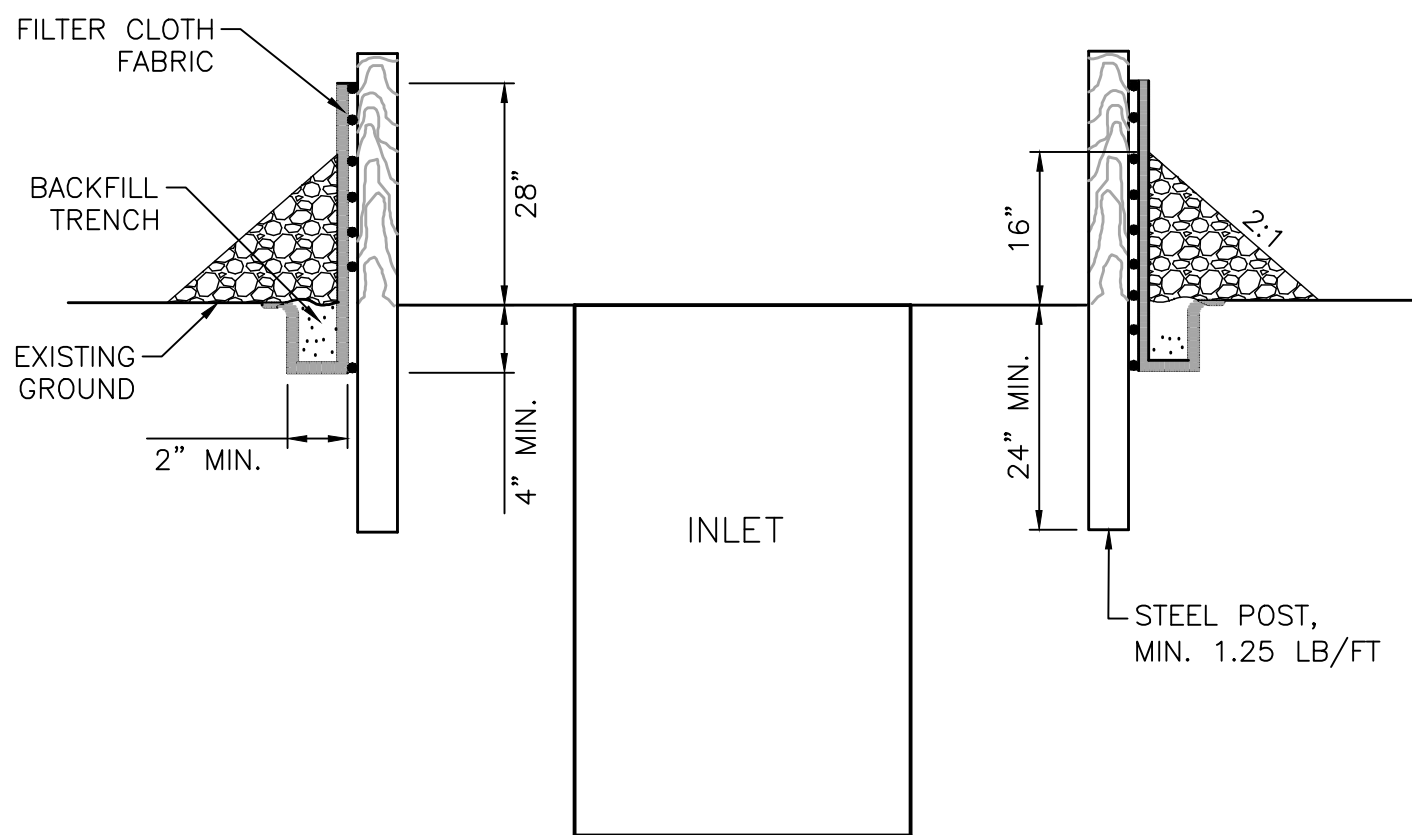


NOTES:

1. THE SAME PRINCIPLE OF INLET PROTECTION APPLIES TO ALL INLETS. ADJUST PLAN LAYOUT AS REQUIRED TO ACHIEVE DESIGN INTENTION.
2. INLET PROTECTION IS REQUIRED UPON INSTALLATION OF INLETS AND SHALL REMAIN ACTIVE UNTIL FINAL STABILIZATION
3. FOR INLETS OTHER THAN CURB INLETS CONTRACTOR SHALL USE WATTLES SURROUNDING THE INLET AND FLEXSTORM "CATCH-IT" BY ADS. SEDIMENT SHALL BE REMOVED FROM BELOW-GRADE CATCH BASIN SEDIMENT TRAP ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AT NO ADDITIONAL COST TO OWNER.

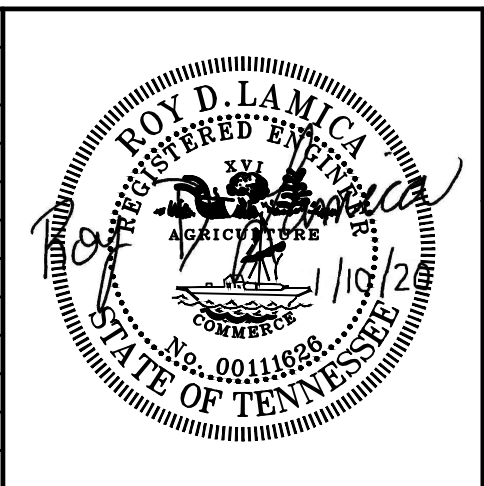


3 TYPICAL ROCK FILTER RING/CHECK DAM
C2.3 NTS



4 TYP. INLET PROTECTION
C2.3 NTS

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.

DIVISION OF ENGINEERING
EROSION CONTROL NOTES AND DETAILS
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE
SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL
DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20
PROJECT NO.: 72105
BOOK:
SCALE: AS NOTED
CITY ENGINEER
1/23/2020
DATE



VICINITY MAP



SIGN LEGEND

 W20-2
48"x48"

 W20-3
48"x48"

 R4-9
30"x24"

 R4-9R
30"x24"

 R4-9L
30"x24"

 R11-4
60"x30"

 M4-10R
48"x18"

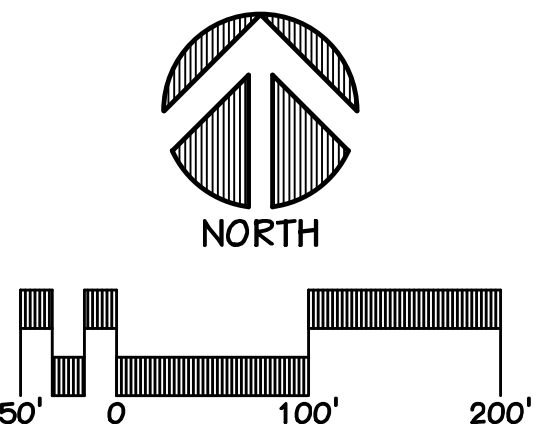
 M4-10L
48"x18"

 R11-2
48"x30"

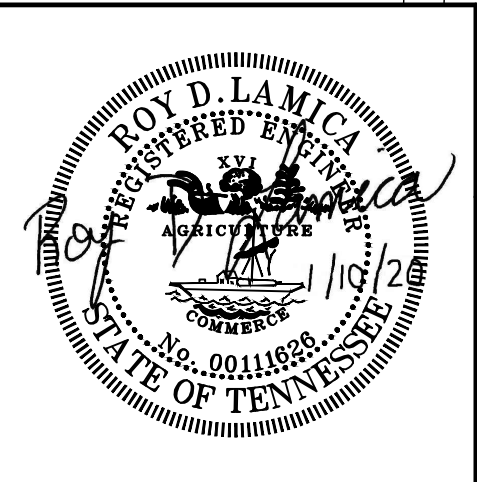
 M4-8A
24"x18"

 R3-1
24"x24"

 R3-2
24"x24"



REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING
TRAFFIC CONTROL PLAN
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL

DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20

PROJECT NO.: 72105
BOOK:
SCALE: AS NOTED

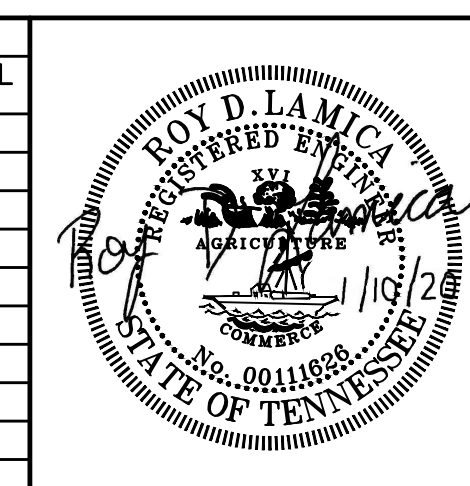
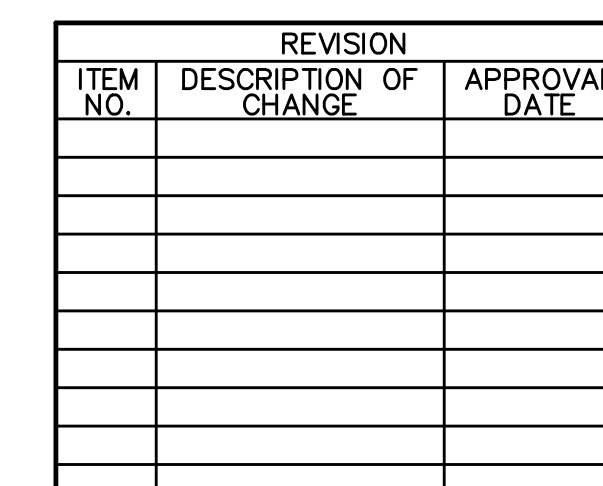
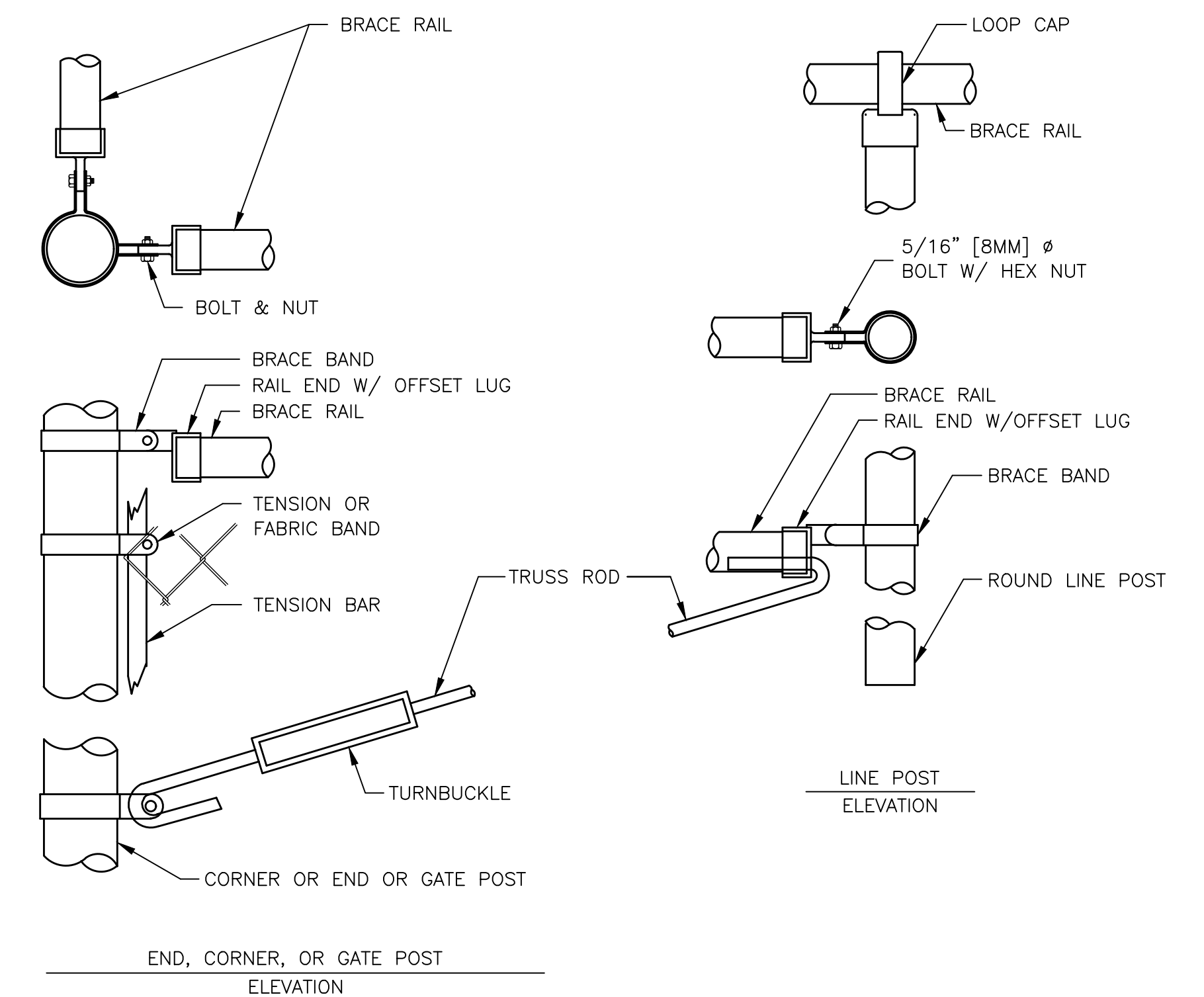
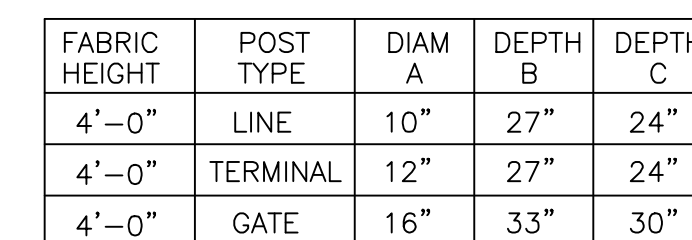
REVIEWED

CITY ENGINEER

1/23/2020
DATE



ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.



DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.

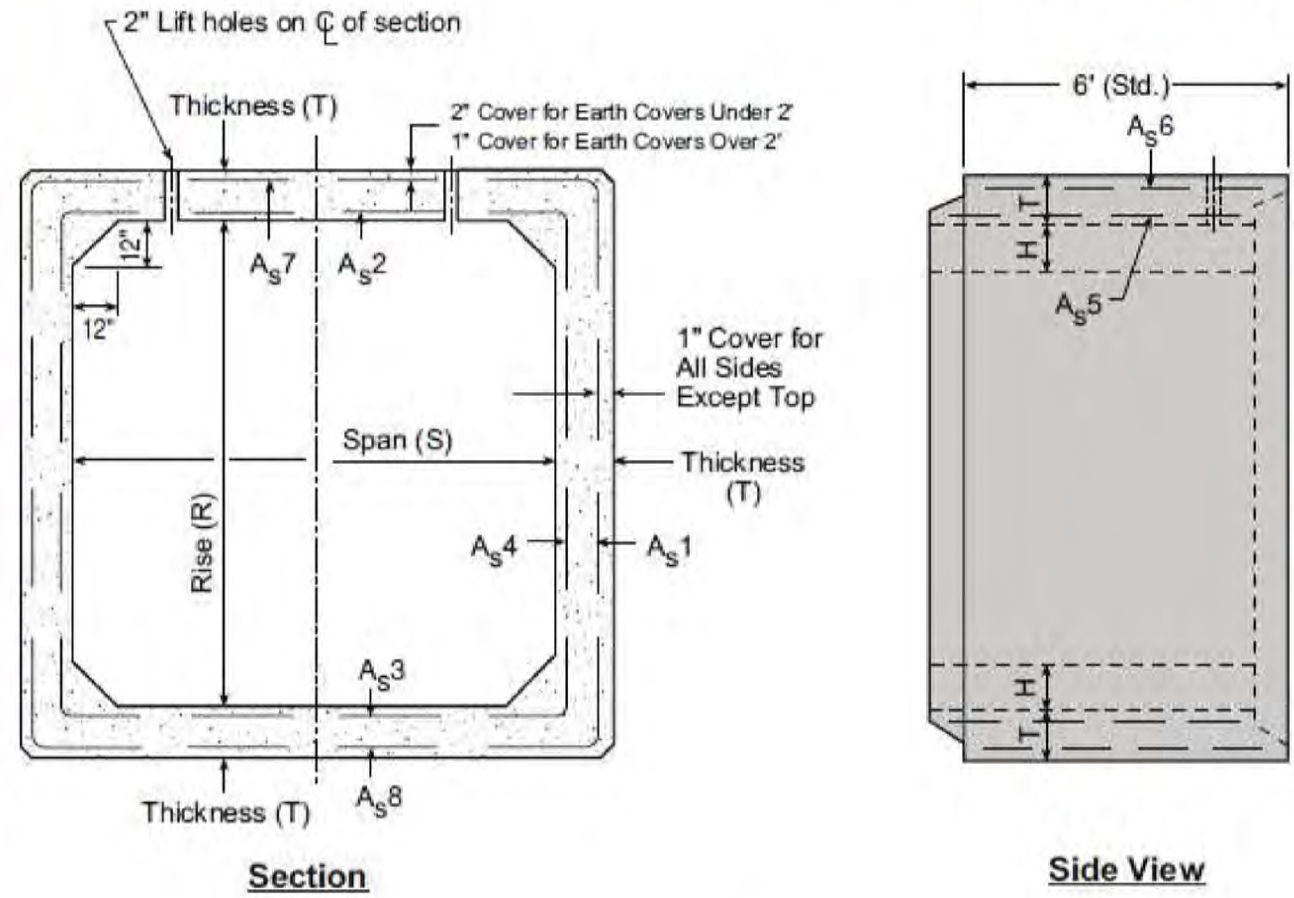
SURVEY: AH	DATE: 02.15.17	PROJECT NO.: 72105
DESIGN BY: RDL	DATE: 01.10.20	BOOK:
DRAWN BY: RDL	DATE: 01.10.20	SCALE: AS NOTED

REVIEWED
[Signature]
DATE 1/22/2020

C4.1

Precast Box Culverts

Reinforced Concrete Precast Box Section Basic Dimensions



Isometric View

-No Scale-
All dimensions subject to allowable specification tolerances.



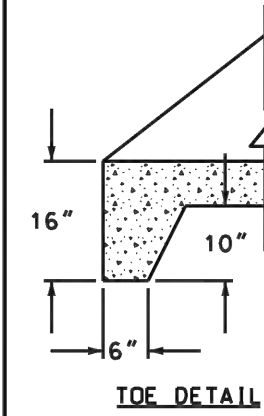
1 PRECAST BOX CULVERT DETAIL

Precast Box Culverts

Box Culvert Designs per TDOT Standards STD-15-25 thru STD-15-29

Earth Cover	Top Slab	Bottom Slab	Walls	Circumferential Reinforcement Area						Distribution Area	
				As1	As2	As3	As4	As7	As8	As5	As6
0-2'	8"	6"	8"	0.35	0.45	0.35	0.19	0.19	0.19	0.19	0.19
3'	7"	7"	7"	0.28	0.38	0.28	0.17	0.19	0.19		
4'	7"	7"	7"	0.29	0.30	0.30	0.17	0.19	0.19		
5'	7"	7"	7"	0.31	0.31	0.33	0.17	0.19	0.19		
6'	7"	7"	7"	0.32	0.33	0.35	0.17	0.19	0.19		
8'	7"	7"	7"	0.36	0.38	0.40	0.17	0.19	0.19		
10'	7"	7"	7"	0.41	0.43	0.45	0.17	0.19	0.19		
12'	7"	7"	7"	0.48	0.50	0.62	0.17	0.19	0.19		

BOX CULVERT DIMENSIONS



PIPE SIZE	AW	BW	CW	DW
A	12"-15"-18"	24"	30"-36"-42"	48"-54"-60"
B	32"	48"	80"	97.25"
C	48"	72"	102"	120"
D	30"	44"	54"	56"
E	26"	36"	54"	60"
F	24"	36"	64"	83"
MAX. OPENING	26"	32"	55"	78"
WT/LB	1.380	3.100	8.100	11.400

GENERAL NOTES:

- PIPE OPENING IN FACE OF WALL WILL EQUAL PIPE I.D. FOR 12"-36" DIA. PIPE.
- 0" FOR AW HEADWALL
6" FOR BW & CW HEADWALL
6" TO 27" FOR DW HEADWALL
- AW & BW REQUIRE NO REINFORCEMENT PER SDCI DESIGN



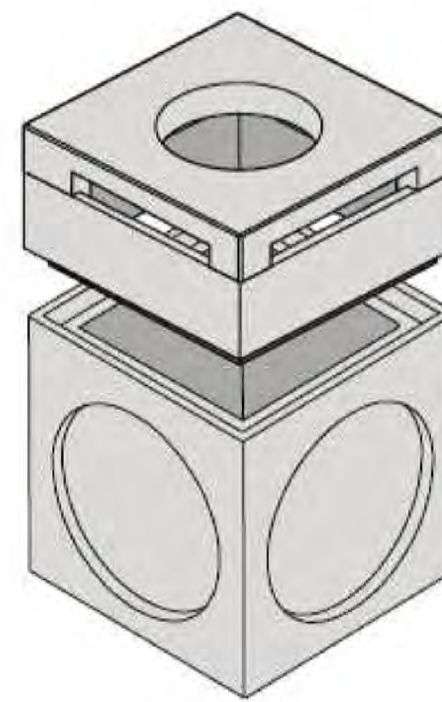
PH+ 1-800-737-0707 DWG# ET-200
REV DATE: 02/20/14 SHEET# 1 OF 1

PRECAST WINGED HEADWALL DETAIL

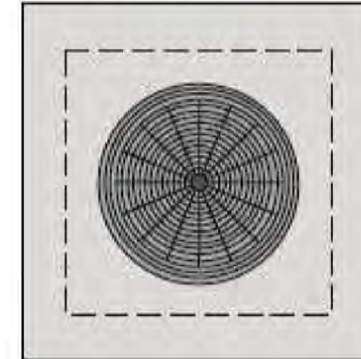
SCALE: NTS

Precast Drainage Structures

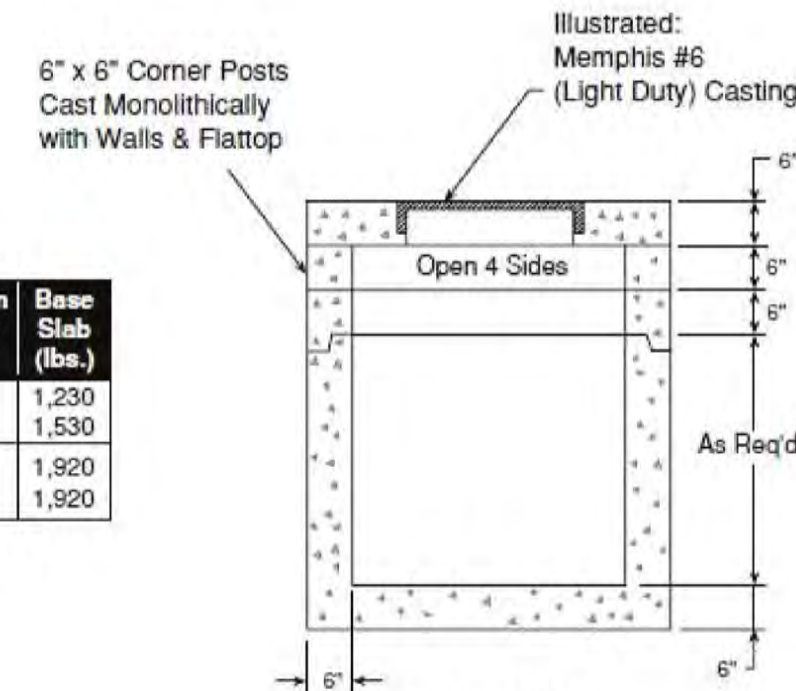
Square & Rectangular Drainage Inlet Memphis Area Inlet



Isometric View



Plan View



Section View

Inlet Size	Wall Thick (in.)	Wt./Vert. Ft. (lbs.)	Flattop Thick (in.)	Flattop Weight (in.)	Bottom Thick (in.)	Base Slab (lbs.)
3' x 3'	6	1,071	8	1,270	6	1,230
3' x 4'	6	1,224	8	1,700	6	1,530
3' x 5'	6	1,377	8	2,220	6	1,920
4' x 4'	6	1,377	8	2,220	6	1,920

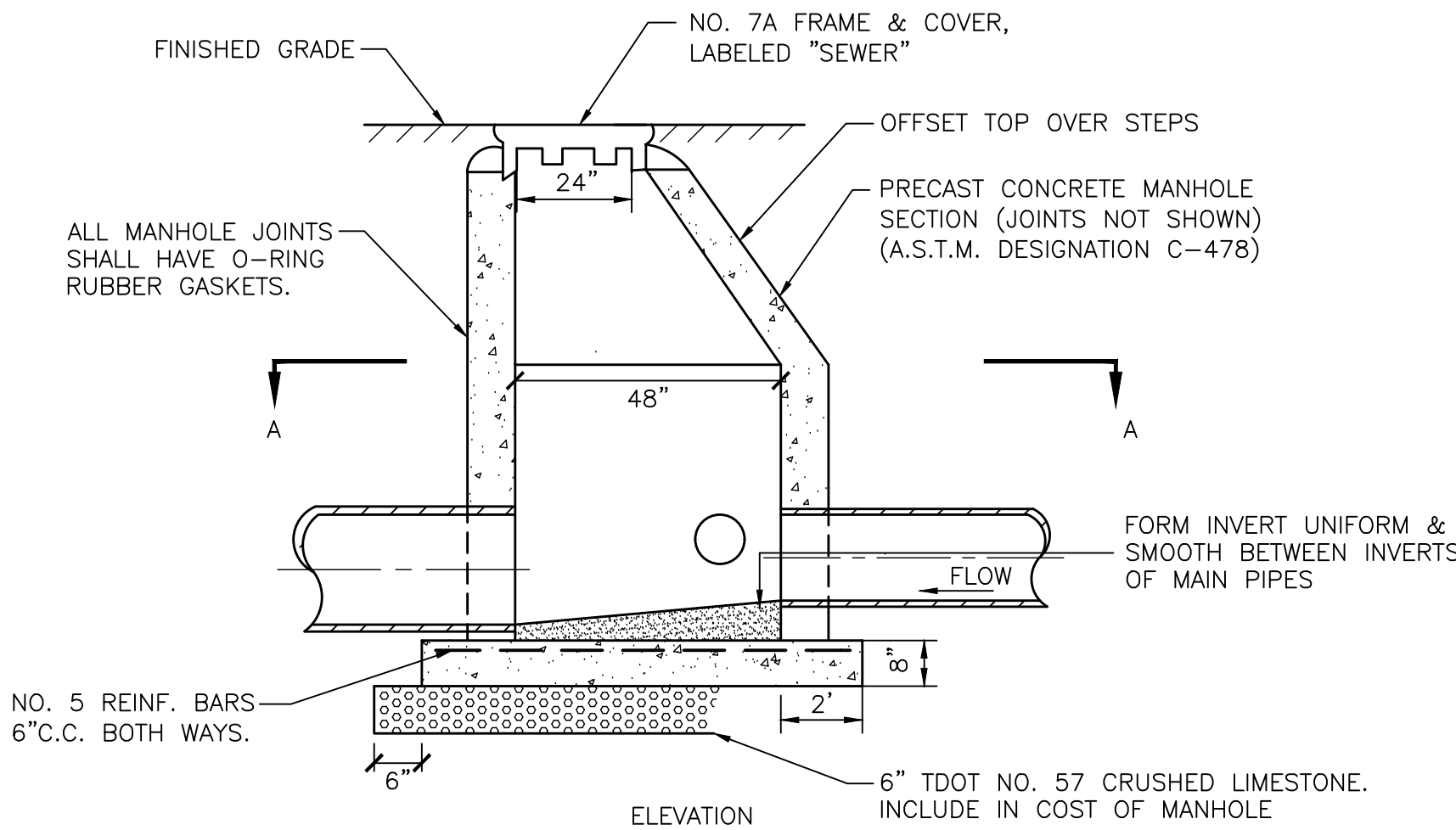
Materials & Features

CONCRETE: 4,000 PSI in 28 days.
REINFORCING STEEL: per ASTM A-615, Grade 60.
REINFORCING to meet AASHTO HS 20 Loading.
JOINT SEALANT: Ram-Nak gasket material.
FRAME AND GRATE/COVER as required.
ORIFICE HOLES AVAILABLE FOR BASINS.
ALTERNATE HEIGHT OF 9" AVAILABLE FOR THROATS.



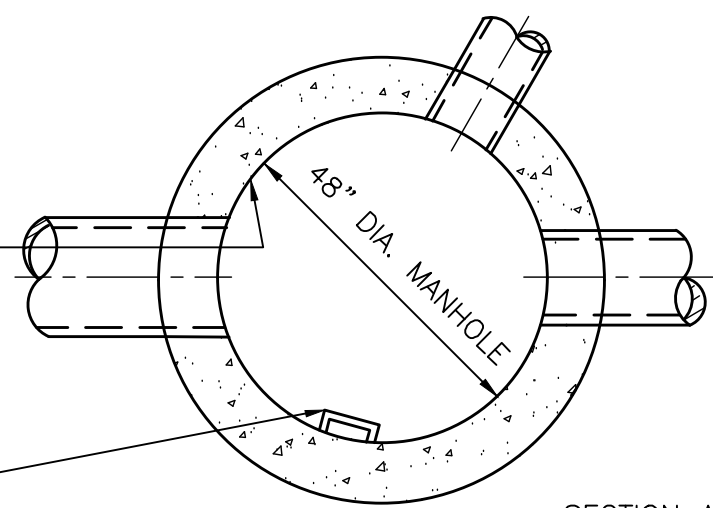
3 TYPICAL TYPE "D" HEADWALL

4 TYPICAL 3' x 3' AREA INLET



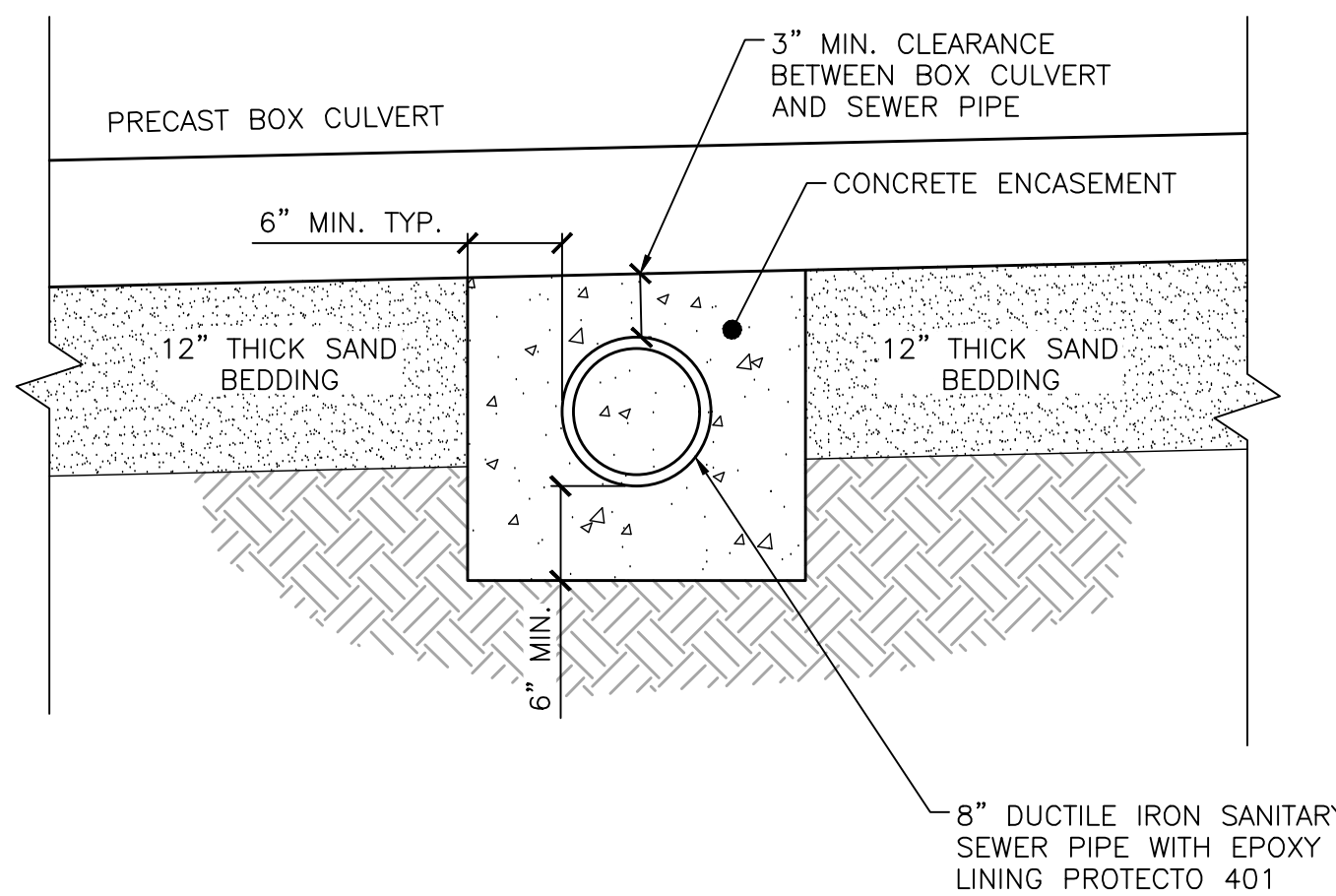
NOTE:
CONCRETE SHALL BE 4,000 P.S.I.

FLARE ENTRANCE TO
OUTLET PIPE

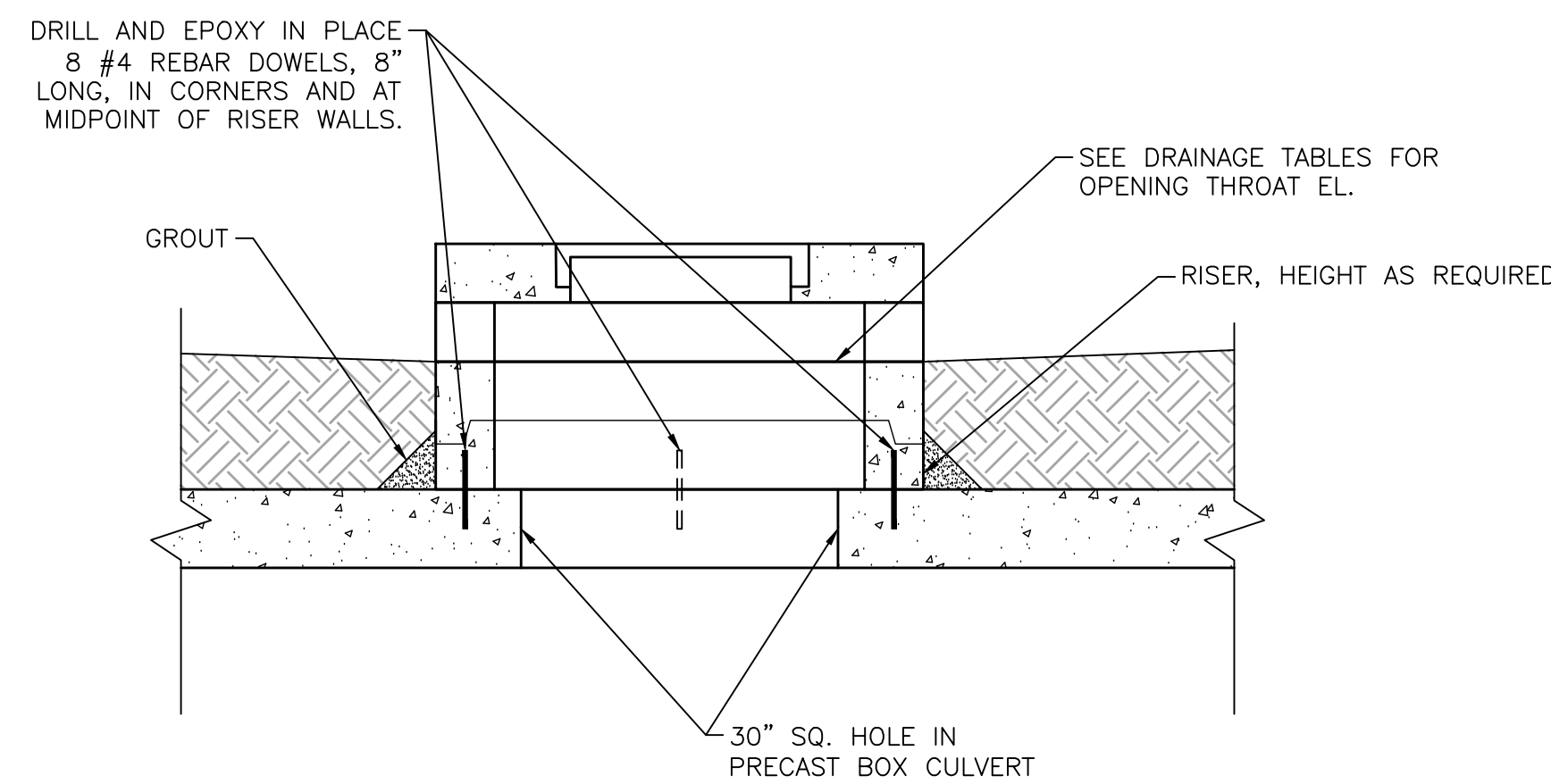


SECTION A-A

5 TYP. SANITARY SEWER MANHOLE

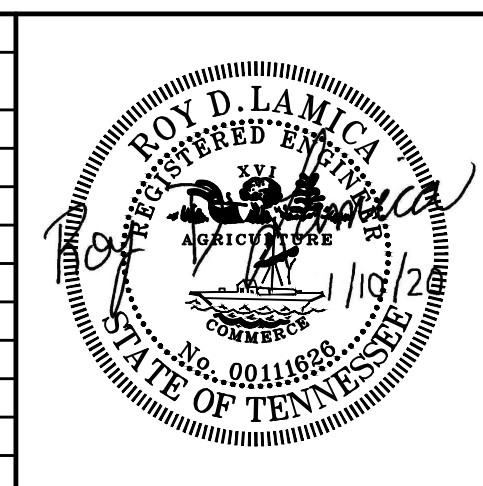


6 SANITARY SEWER ENCASEMENT UNDER BOX CULVERT



7 3' x 3' AREA INLET TO BOX CONNECTION

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



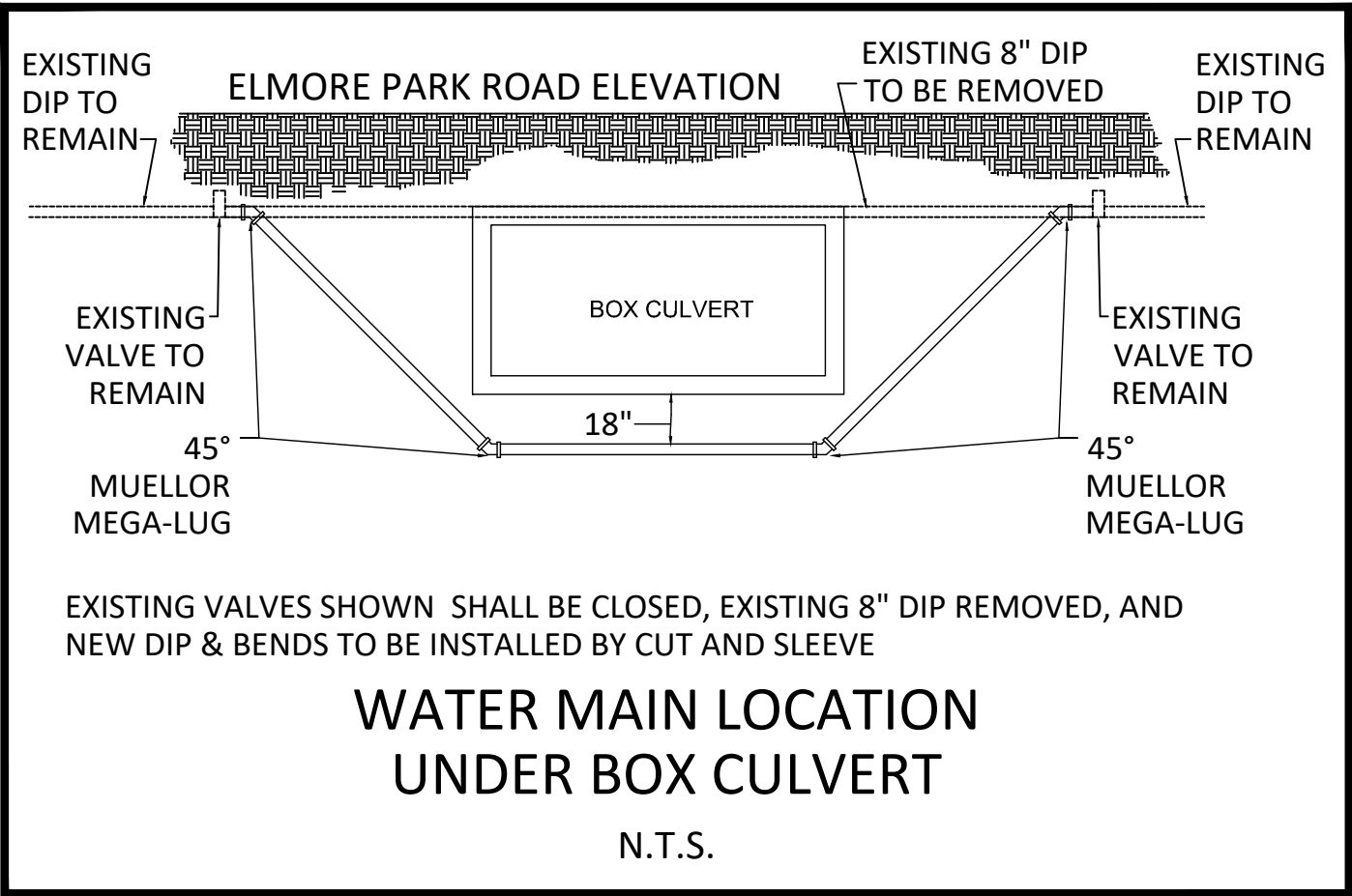
DIVISION OF ENGINEERING
DETAILS
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE
SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL
DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20
PROJECT NO.: 72105
BOOK: SCALE: AS NOTED

REVIEWED
CITY ENGINEER
1/23/2020
DATE

ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2

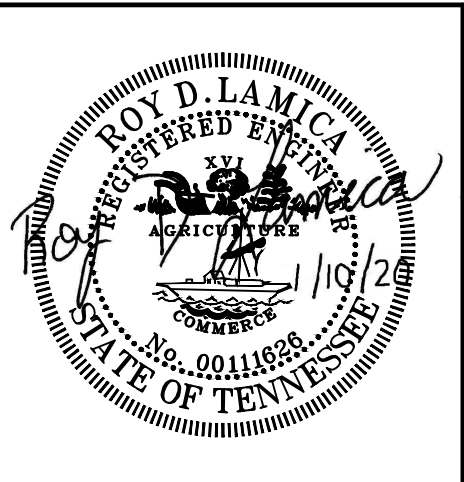
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.





1 WATER LINE RELOCATION
C4.3 NTS

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING

DETAILS

LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

SURVEY: AH
DESIGN BY: RDL
DRAWN BY: RDL

DATE: 02.15.17
DATE: 01.10.20
DATE: 01.10.20

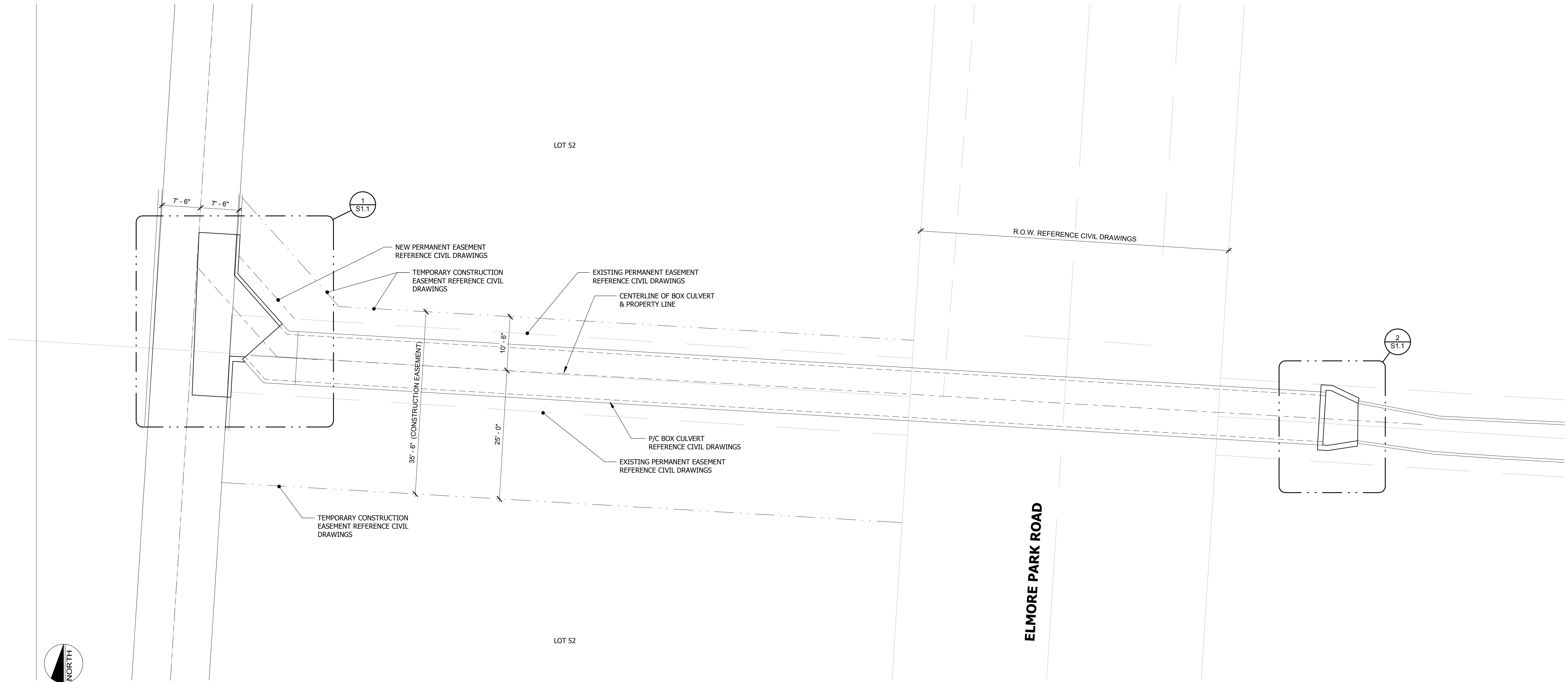
PROJECT NO.: 72105
BOOK:
SCALE: AS NOTED

REVIEWED
CITY ENGINEER

1/22/2020
DATE



ELMORE PARK DRAINAGE IMPROVEMENTS,
PART 2
DEVELOPER: CITY OF BARTLETT
ENGINEER: ALLEN&HOSHALL, INC.



1 OVERALL CULVERT LAYOUT PLAN
1" = 10'-0"

GENERAL NOTES:

DESIGN INFORMATION:

1. THIS STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CURRENT EDITION.
2. EARTH LOAD: BASED ON SOIL WEIGHT OF 120 PCF AND 1.15 SOIL-STRUCTURE INTERACTION FACTOR
3. LATERAL EARTH PRESSURE: MAX OF 0.50 TIMES SOIL WEIGHT; MIN OF 0.25 TIMES SOIL WEIGHT
4. SEE CIVIL DRAWINGS FOR NOTES.

CONTRACT DOCUMENTS:

1. NO PROVISION OF ANY REFERENCED STANDARD SPECIFICATION, MANUAL OR CODE (WHETHER OR NOT SPECIFICALLY INCORPORATED BY REFERENCE IN THE CONTRACT DOCUMENTS) SHALL BE EFFECTIVE TO CHANGE THE DUTIES AND RESPONSIBILITIES OF OWNER, CONTRACTOR, ENGINEER, SUPPLIER, OR ANY OF THEIR CONSULTANTS, AGENTS, OR EMPLOYEES FROM THOSE SET FORTH IN THE CONTRACT DOCUMENTS. NOR SHALL IT BE EFFECTIVE TO ASSIGN TO THE STRUCTURAL ENGINEER OF RECORD OR ANY OF THE STRUCTURAL ENGINEER OF RECORD'S CONSULTANTS, AGENTS, OR EMPLOYEES ANY DUTY OR AUTHORITY TO SUPERVISE OR DIRECT THE FURNISHING OR PERFORMANCE OF THE WORK OR ANY DUTY OR AUTHORITY TO UNDERTAKE RESPONSIBILITIES CONTRARY TO THE PROVISIONS OF THE CONTRACT DOCUMENTS.
2. CONTRACT DOCUMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE STRUCTURAL DOCUMENTS (DRAWINGS AND SPECIFICATIONS), BUT DO NOT INCLUDE SHOP DRAWINGS, VENDOR DRAWINGS, OR MATERIAL PREPARED AND SUBMITTED BY THE CONTRACTOR.
3. REFERENCE TO STANDARD SPECIFICATIONS OF ANY TECHNICAL SOCIETY, ORGANIZATION, OR ASSOCIATION OR TO CODES OF LOCAL OR STATE AUTHORITIES, SHALL MEAN THE LATEST STANDARD, CODE, SPECIFICATION OR TENTATIVE SPECIFICATION ADOPTED AT THE DATE OF TAKING BIDS, UNLESS SPECIFICALLY STATED OTHERWISE.
4. CONTRACT DOCUMENTS SHALL GOVERN IN THE EVENT OF A CONFLICT WITH THE CODE OF PRACTICE OR SPECIFICATIONS OF ACI, PCI, AISC, SIJ, OR OTHER STANDARDS.

5. FOR DIMENSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS SEE THE CIVIL DRAWINGS.
CONTRACTOR RESPONSIBILITIES:
 1. MATERIAL, WORKMANSHIP, AND DESIGN SHALL CONFORM TO THE REFERENCED BUILDING CODE.
 2. COORDINATE THE STRUCTURAL DOCUMENTS WITH THE CIVIL DOCUMENTS. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY OR OMISSION.
 3. VERIFY THE DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY.
 4. IMMEDIATELY NOTIFY THE ENGINEER, IN WRITING, OF CONDITIONS ENCOUNTERED IN THE FIELD CONTRADICTORY TO THOSE SHOWN IN THE CIVIL AND STRUCTURAL DOCUMENTS.
 5. CONTRACTOR HAS SOLE RESPONSIBILITY FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.
 6. CONTRACTOR HAS SOLE RESPONSIBILITY FOR THE DESIGN, ADEQUACY, AND SAFETY OF SHORING, TEMPORARY SUPPORTS, AND CONSTRUCTION LOADING REQUIREMENTS, ETC.
 7. CONTRACTOR HAS SOLE RESPONSIBILITY TO COMPLY WITH ALL OSHA SAFETY REGULATIONS.

REINFORCING:

1. REINFORCING SHALL BE DETAILED AND PLACED IN CONFORMANCE WITH ACI DETAILING MANUAL.
2. REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 EXCEPT ALL REINFORCING IN CONCRETE MOMENT FRAMES, ROUND COLUMNS, BEAMS AND SHEAR WALLS AND ALL WELDED REINFORCEMENT SHALL CONFORM TO ASTM A706 GRADE 60.

CONCRETE:

1. CONCRETE 28 DAY STRENGTH $f'_c=4000$ psi.
2. CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY AND APPROVED BY THE ENGINEER.
3. ALL EXPOSED CORNERS OR EDGES SHALL BE FORMED WITH A 3/4" CHAMFER UNLESS NOTED OTHERWISE ON DRAWINGS.
4. ALL REINFORCING BARS, ANCHOR BOLTS AND OTHER CONCRETE INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



ELMORE PARK DRAINAGE IMPROVEMENT, PART 2
DEVELOPER: CITY OF BARTLETT

ENGINEER: ALLEN & HOSHALL, INC.

DIVISION OF ENGINEERING

OVERALL CULVERT LAYOUT

LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

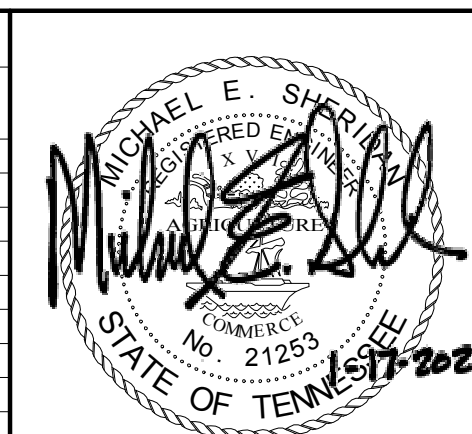
SURVEY: AH
DESIGN BY: JBM
DRAWN BY: JTS

DATE: 02.15.17
DATE: 01.17.20
DATE: 01.17.20

PROJECT NO.: 72105
BOOK:
SCALE: 1" = 10'-0"

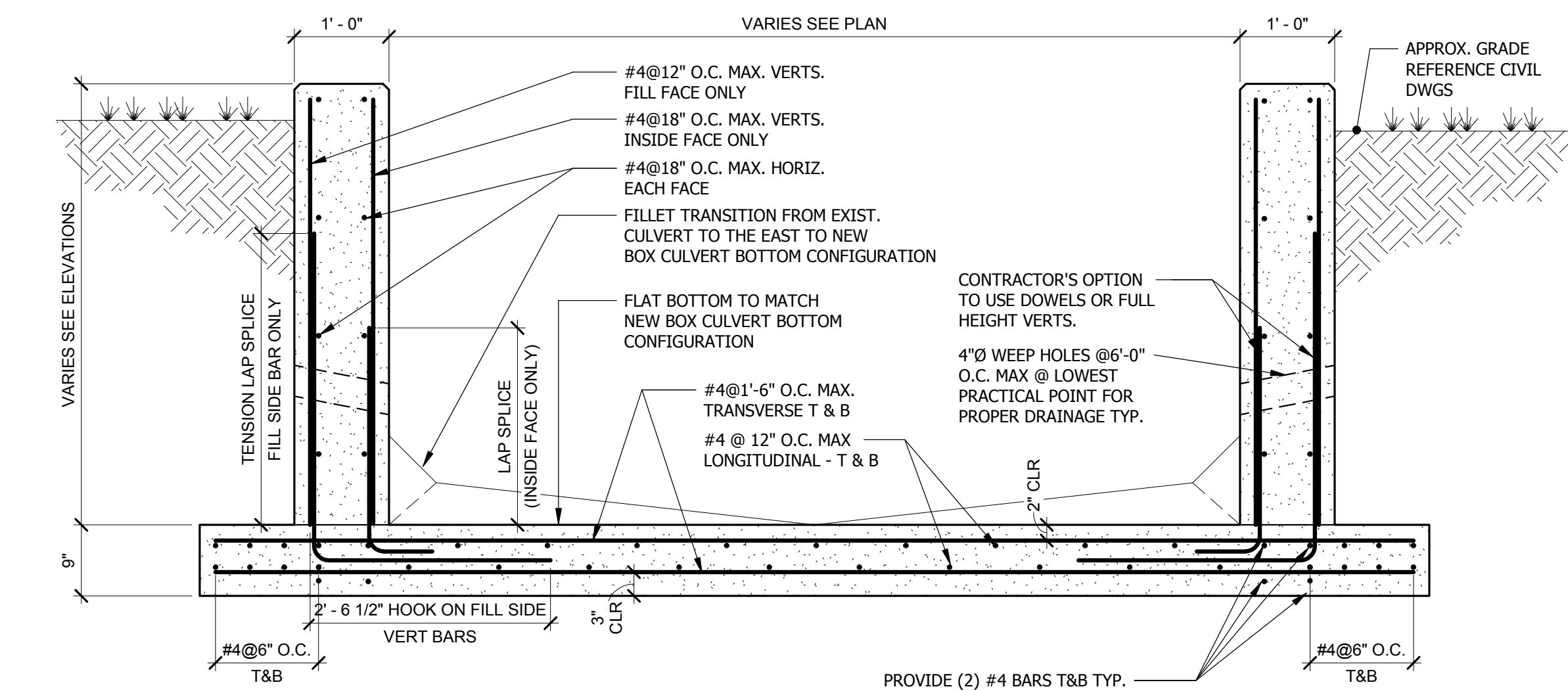
REVIEWED
CITY ENGINEER
DATE 1/22/2020

DWG NO: S1.0

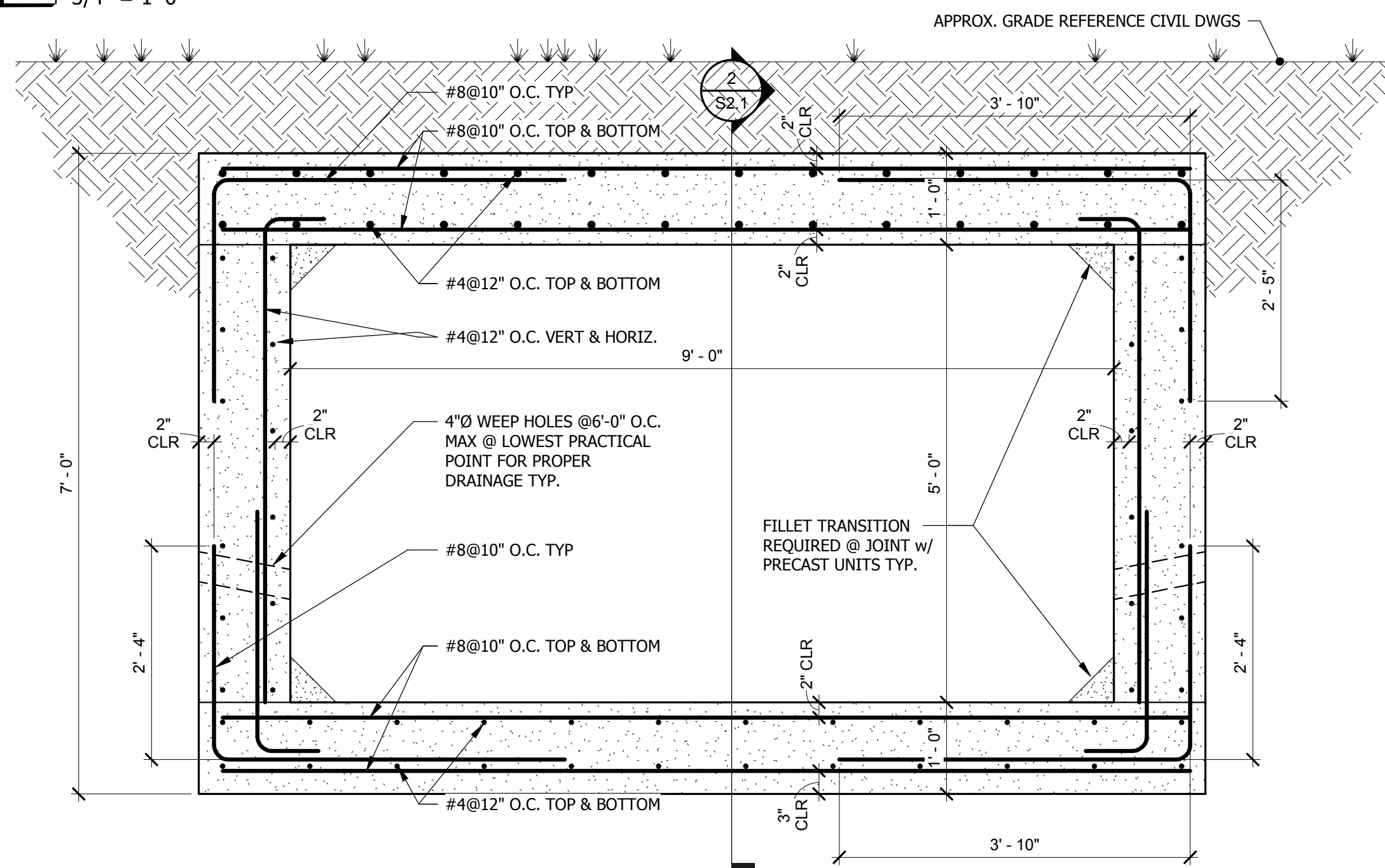
[illegible]

1/22/2020
DATE

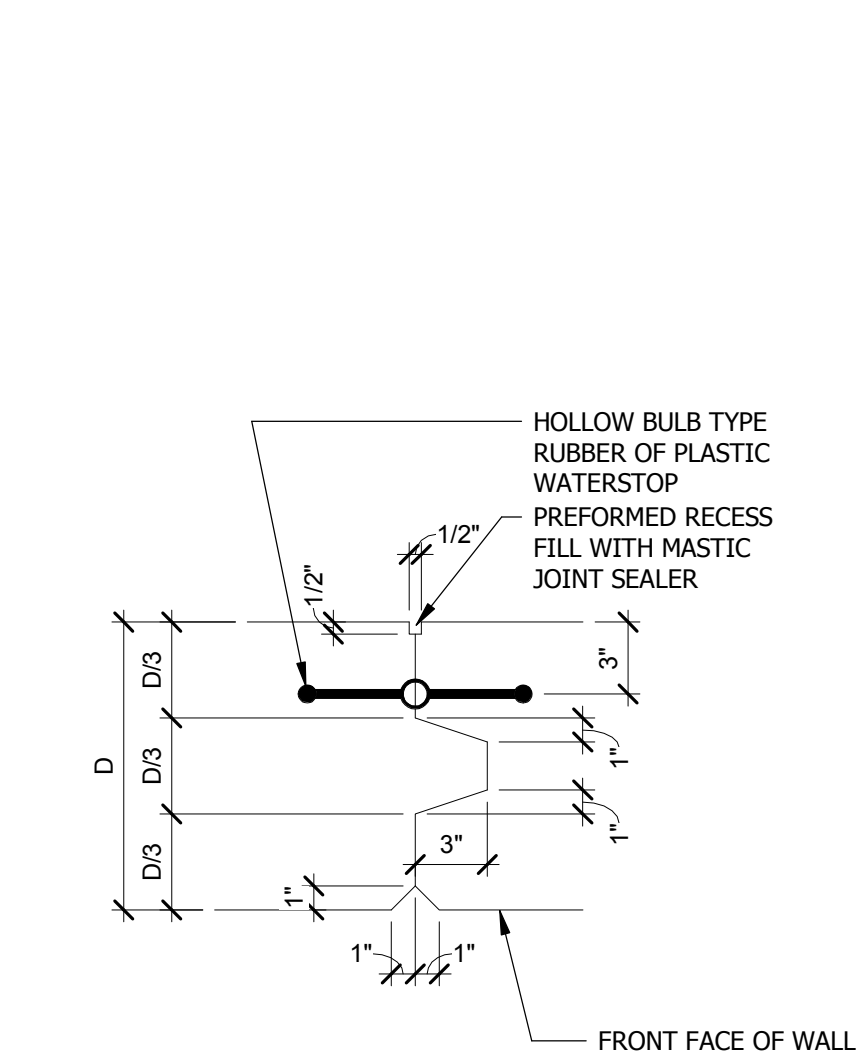
2020 Packet Pg. 116



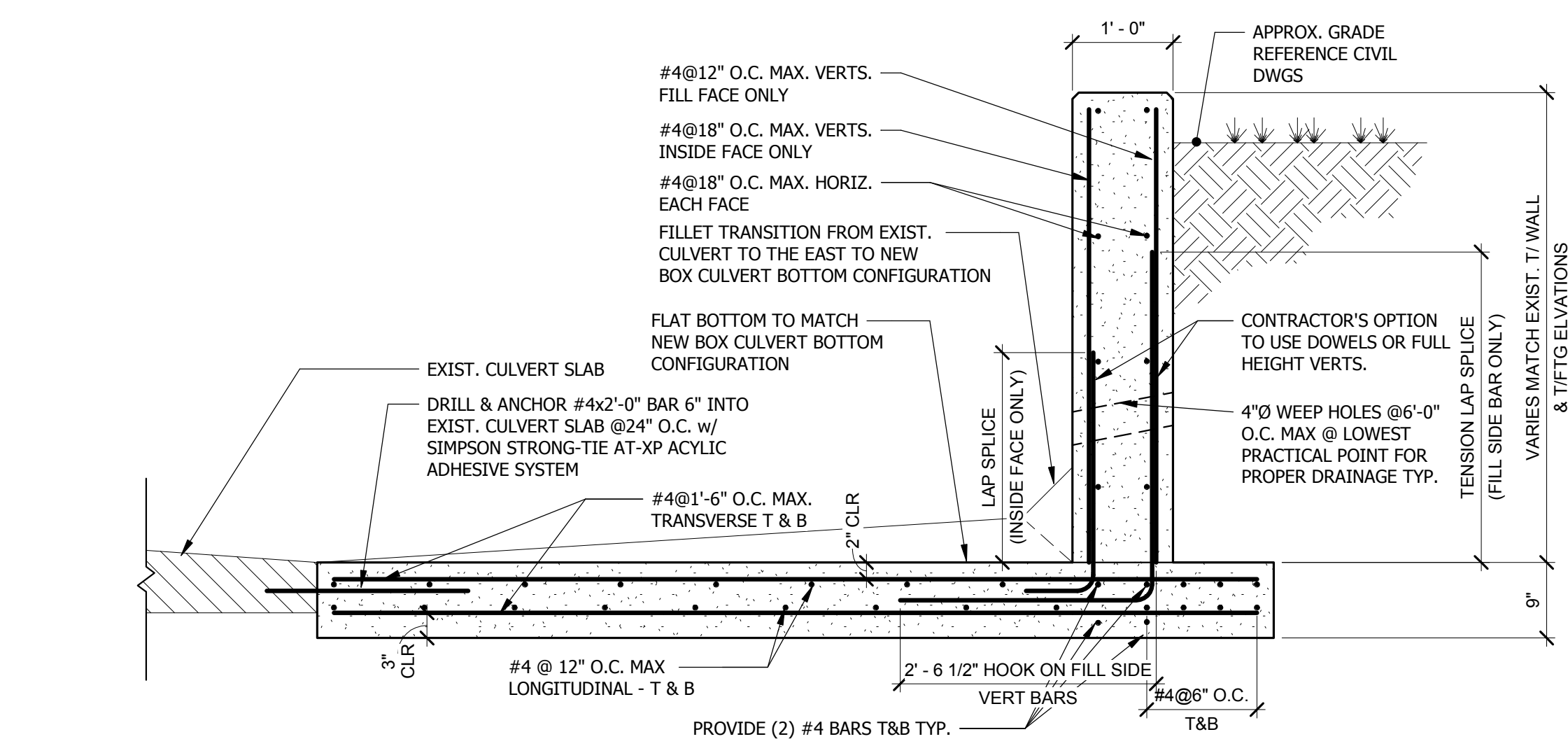
1 SECTION THRU WING WALLS
3/4" = 1'-0"



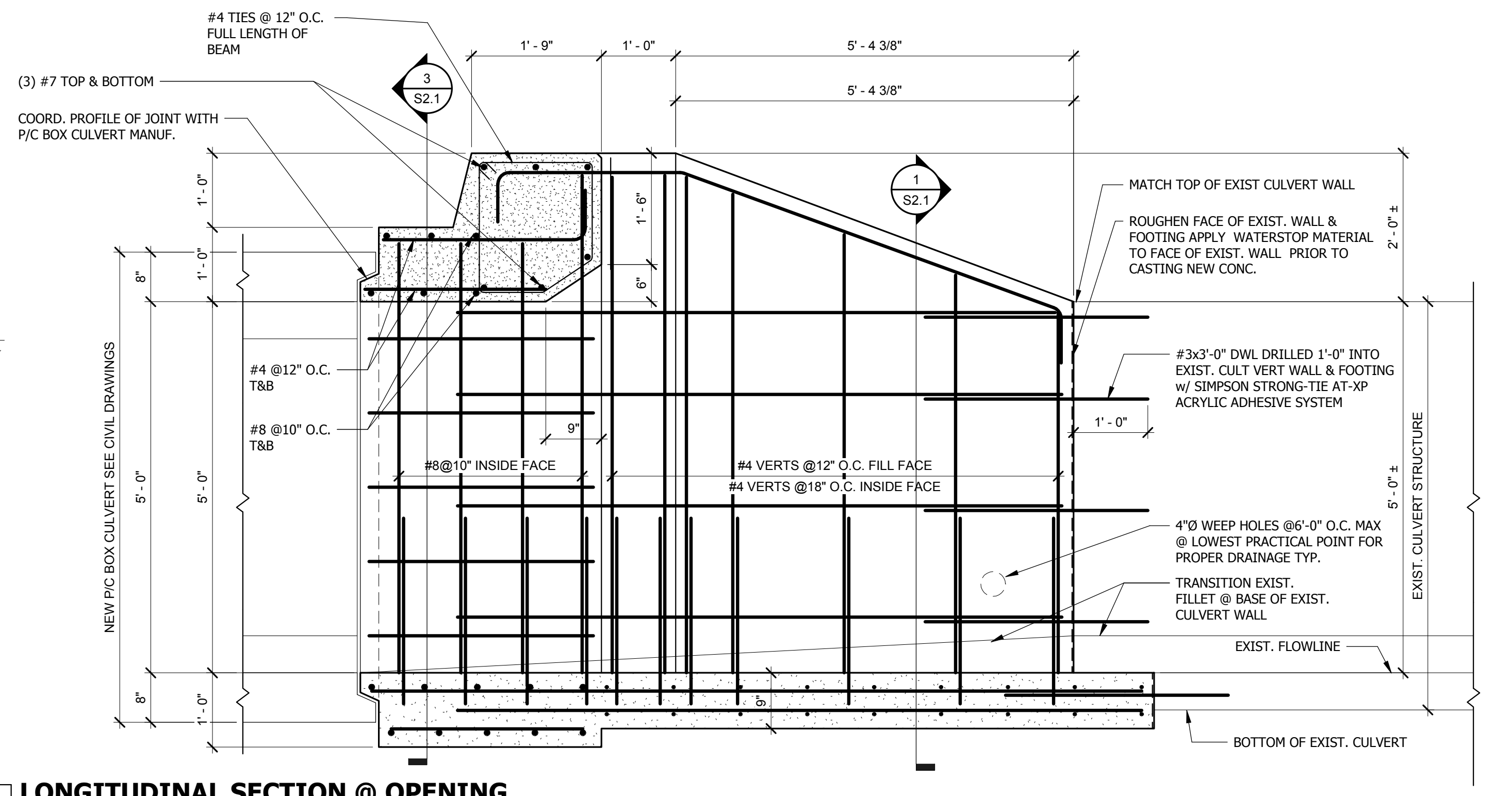
3 SECTION AT OPENING
3/4" = 1'-0"



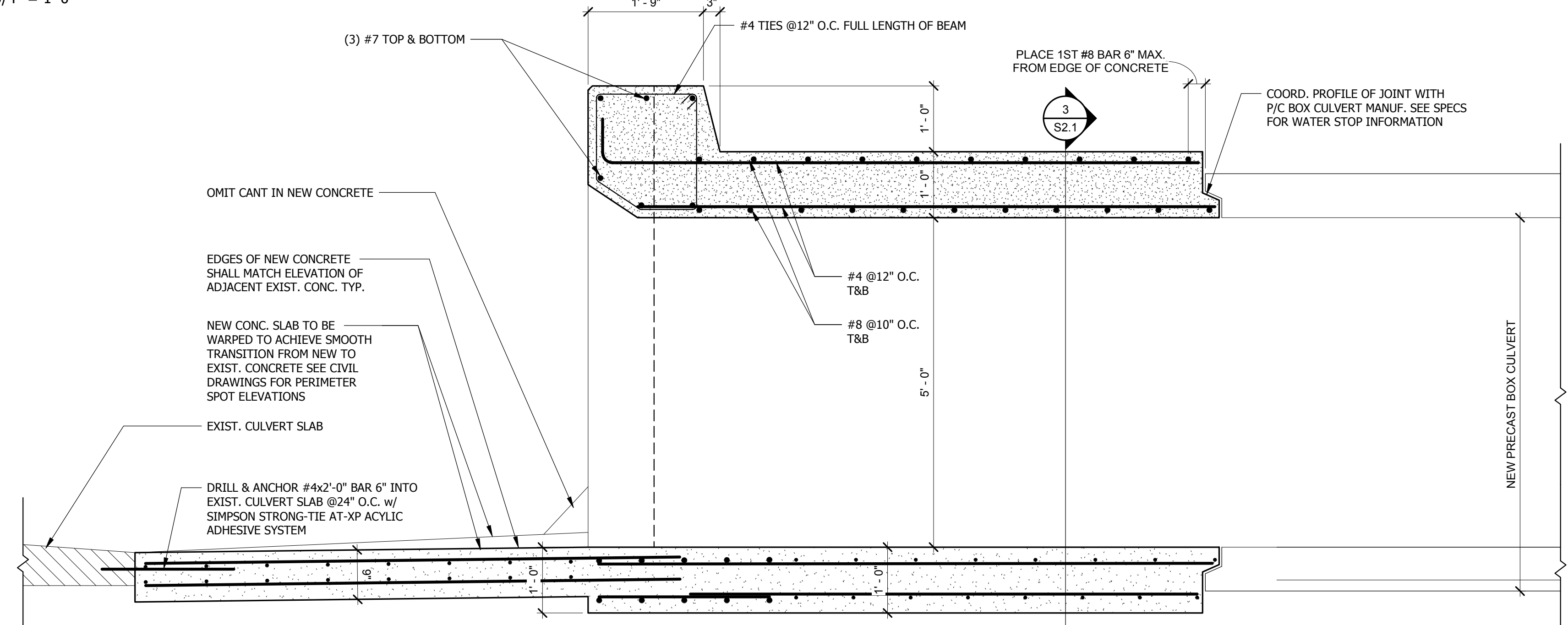
5 CONSTRUCTION JOINT
1 1/2" = 1'-0"



6 SECTION THRU WING WALLS Copy 1
3/4" = 1'-0"

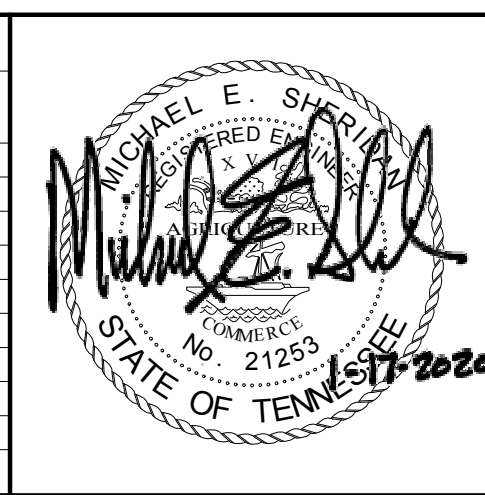


2 LONGITUDINAL SECTION @ OPENING
3/4" = 1'-0"



4 LONGITUDINAL SECTION @ OPENING INTO MAIN CHANNEL
3/4" = 1'-0"

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING
SECTIONS + DETAILS
LOCATION: ELMORE PARK
BARTLETT, TENNESSEE

SURVEY: AH
DESIGN BY: JBM
DRAWN BY: JTS

DATE: 02.15.17
DATE: 01.17.20
DATE: 01.17.20

PROJECT NO.: 72105
BOOK:
SCALE: As indicated

REVIEWED
CITY ENGINEER
DATE 1/22/2020

ELMORE PARK DRAINAGE IMPROVEMENT, PART 2
DEVELOPER: CITY OF BARTLETT

ENGINEER: ALLEN & HOSHALL, INC.



ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, February 20, 2020**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2020-01-046**" and addressed to:
ELMORE PARK DRAINAGE IMPROVEMENTS PROJECT, PHASE 2

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

Construction Plans, Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to Debbie Cairncross at dcairncross@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

Bidders must direct all inquiries concerning construction plans and bid book in writing to Roy Lamica, PE, LEED AP, Allen & Hoshall 1661 International Drive, Memphis, Tennessee, 38120; or call 901-820-0820 or by email at rlamica@allenhoshall.com. Questions regarding the Construction Plans and Bid Booklet must be **emailed** to Erin Campbell, P. E. at ecampbell@cityofbartlett.org. Deadline for these questions is no later than 5:00PM CST on February 14, 2020. For general bid information, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on Bid Pricing sheets BPS 1-3

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.

Trey Construction
NAME OF FIRM
1355 E Alay Rd.
Memphis, TN 38106
ADDRESS
901-942-3158
TELEPHONE

treyconstruction95@gmail.com
E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Hal Krag III
PRINT NAME

NB-1

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of TN

County of Shelby ^{S.S.}

Hal Krag III, being first duly sworn, deposes and says that:

- (1) He/She is President 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

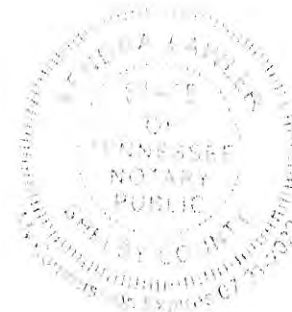
Print Name Hal Krag III
Signed [Signature]
Title President

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

Signed [Signature] Print Name Kendra Lanier

Title Notary Public

My commission expires: 7/31, 20 22.



ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Scaled Bid #: FY2020-01-046
Due Date: February 20, 2020

PUBLIC ACTS 109
(Iran Divestment Act)

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

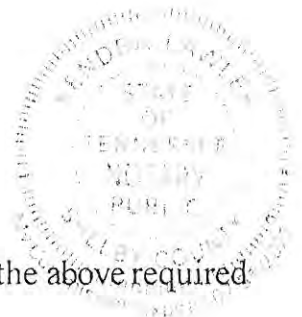
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name Hal Krag III
Signed [Signature]
Title President

Subscribed and sworn before me this 20 day of Feb, 2020.

Signed [Signature] Print Name Kendra Lawler
Title Notary Public

My commission expires: 7/31, 2022.



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

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

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 vendor 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 into. 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 this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

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

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

Suspension And Debarment Certification
(signature page)

Company/Firm Trey Construction
Print Name Hal Krag III
Signed [Signature]
Title President

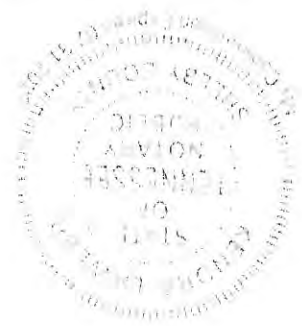
Subscribed and sworn before me this 20 day of Feb, 20 20.

Signed [Signature] Print Name Kendra Lanier

Title Notary Public

My commission expires: 7/31, 20 22.

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



ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TN)
County of Shelby) S.S.

Hal Krag III, being first duly sworn, deposes and says that:

- (1) He/She is President of Trey Construction, 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 of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BARTLETT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

(Title) President

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

[Signature] / Kendra Lawler (Title) Notary Public

My commission expires 7/31 20 22.

NCA-1

Attachment: BID DOCUMENTS (2772 : Bid for Elmore Park Drainage Improvements Project, Phase 2)

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

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: Trey Const. Date: Feb 20, 2020

Gender: Male X Female

Race: Caucasian X

African American

Hispanic

Other (please specify) .

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

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

CONTRACT MONITORING – PHASE 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: Trey Construction Date Completed: 2/19/2020

Address: 1355 E Alcy Rd.

City: Memphis State: TN Zip: _____

Phone: 901-942-3158 Fax: 901-942-7021

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

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

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

PHONE CALLS AND CERTIFIED MAIL

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

CERTIFIED MAIL

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]
Signature of Authorized Official

2/20/2020
Date

TREY CONSTRUCTION, INC.
1355 E Alcy Rd
Memphis, TN. 38106

TELEPHONE (901) 774-4004 FACSIMILE (901) 942-7021
EMAIL: treyconstruction@comcast.net

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).



Hal Krag III, President

TREY CONSTRUCTION, INC.
1355 E Aley Rd
Memphis, TN. 38106

TELEPHONE (901) 774-4004 FACSIMILE (901) 942-7021
EMAIL treyconstruction@comcast.net

6. Provide documentation to show that contracts contain non-discrimination assurance language.

We generally act as a subcontractor therefore we do not generate contracts.

7. Provide complaint procedures and attach complaint log form.

N/A

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

N/A


Hal Krag III, President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Trey Construction Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1355 E Alcy Rd.

6 City, state, and ZIP code
Memphis, TN 38106

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

62 - 1614779

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **12-20-2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TREY CONSTRUCTION, INC.
1355 E Alcy Rd
Memphis, TN. 38106

TELEPHONE (901) 774-4004 FACSIMILE (901) 942-7021
EMAIL treyconstruction@comcast.net

2/20/2020

Reference: Similar Project Experience

1. W Powell Rd Collierville Drainage Improvements
 - a. Town of Collierville
 - b. \$142,000
2. Germantown Soccerplex Drainage Improvements
 - a. City of Germantown
 - b. \$69,900

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

Item No.	Description	Unit	Qty.	Unit Price	Total Amount
1	Mobilization	LS	1	20,897.00	20,897.00
2	Clearing and Grubbing	AC	0.5	12,000.00	6,000.00
3	Traffic Control	LS	1	9,500.00	9,500.00
4	Asphalt Removal	SY	110	17.00	1,870.00
5	Fence Removal	LF	80	20.00	1,600.00
6	Inlet Removal	EA	2	500.00	1,000.00
7	72"x108" CMP Pipe Removal	LF	214	67.50	14,445.00
8	Upstream Channel Wall Removal	LS	1	5,000.00	5,000.00
9	Downstream Channel Wall Removal	LS	1	5,000.00	5,000.00
10	Temporary Gravel Access Drive	SY	260	38.75	10,075.00
11	Remove & Replace Asphalt Driveway	SY	25	68.00	1,700.00
12	Erosion Control	LS	1	10,050.00	10,050.00
13	Temporary 6' Chain Link Fence	LF	340	50.00	17,000.00
14	9'x5' Precast Concrete Box Culvert	LF	215	700.00	150,500.00
15	Concrete Box Culvert Inlet	LS	1	17,760.00	17,760.00
16	Concrete Box Culvert Outlet	LS	1	17,760.00	17,760.00

Initial

ADDENDUM #1 02-18-20

BPS-1

Attachment: BID DOCUMENTS (2772 : Bid for Elmore Park Drainage Improvements Project, Phase 2)

Bid Pricing Sheet, page 2

Item No.	Description	Unit	Qty.	Unit Price	Total Amount
17	Storm Drainage Inlet	EA	1	4,750.00	4,750.00
18	18" Type "D" Headwall	EA	2	1,850.00	3,700.00
19	18" RCP, Class III	LF	10	50.00	500.00
20	Pipe Connection to Box Culvert	EA	4	500.00	2,000.00
21	Asphalt Pavement	SY	110	110.00	12,100.00
22	4' Chain Link Fence	LF	135	35.00	4,725.00
23	Temporary Storm Water Control	LS	1	2,500.00	2,500.00
24	Water Line Relocation	LS	1	3,500.00	3,500.00
25	Sanitary Sewer Manhole	EA	2	5,500.00	11,000.00
26	8" DIP Sewer Pipe (Concrete Encased)	LF	40	100.00	4,000.00
27	Temporary Sewer Routing	LS	1	2,500.00	2,500.00
28	Fine Grading	LS	1	1,000.00	1,000.00
29	Sod	SY	1,500	8.00	12,000.00
30	#57 Stone for Undercut Bedding	TON	500	45.00	22,500.00
31	Temporary Seeding and Mulching	SY	1500	2.00	3,000.00
32	2" Asphalt Mill and Overlay	SY	20	37.50	750.00
Total Base Bid				\$ 380,682	

Initial HLK

Attachment: BID DOCUMENTS (2772 : Bid for Elmore Park Drainage Improvements Project, Phase 2)

TOTAL BID IN WORDS:

Three hundred eighty thousand six hundred
eighty two dollars and zero cents.

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

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

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

Respectfully submitted:

Trey Construction Inc
NAME OF FIRM

treyconstruction95@gmail.com
Email

Hal Krag III
Authorized Representative
(Typed or Printed)

901-942-3158
Phone Number

[Signature]
Authorized Representative Signature
(Required)

2/20/2020
Date

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

Bond# CF2002201

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Trey Construction, Inc. _____ As Principal, and
United States Fire Insurance Company _____ as Surety, are hereby held and firmly bound
unto City of Bartlett _____ 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 20th day of February, 2020.

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

Elmore Park Drainage Improvements Project, Phase 2 ; FY2020-01-046

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.

ELMORE PARK DRAINAGE
IMPROVEMENTS PROJECT, PHASE 2
Sealed Bid #: FY2020-01-046
Due Date: February 20, 2020

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.

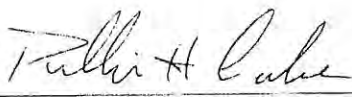
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name Trey Construction, Inc.



Principal (L.S.)

Surety United States Fire Insurance Company

By:  Print Name: Phillip Condra, Attorney-in-Fact

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01130405520

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint

Gregory E. Nash, Phillip H. Condra, Kelly Berry

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz
Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of February 20 2

UNITED STATES FIRE INSURANCE COMPANY



Al Wright
Al Wright, Senior Vice President

Attachment: BID DOCUMENTS (2772 : Bid for Elmore Park Drainage Improvements Project, Phase 2)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2769)

Meeting: 03/10/20 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2769

Resolution 06-20, a resolution to amend the Fiscal Year 2020 General Fund Budget to appropriate \$95,200 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2019 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$95,200 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2020 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2020 General Fund budget is amended to appropriate \$95,200 in revenues and expenditures for the 2019 Peace Officer Supplement Pay for police personnel.

Adopted this day of March 10, 2020

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk