



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, FEBRUARY 26, 2019 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Steve Brannon, Faith Baptist Church

FUTURE MEETINGS

Board of Education, February 28 at 7 p.m.

Family Assistance Commission, March 4 at 6 p.m.

Planning Commission, March 4 at 7 p.m.

Beer Board, March 5 at 6 p.m.

Bartlett Station Commission, March 6 at 7:30 a.m.

City Beautiful Commission, March 7 at 7 p.m.

Bartlett Historical Society, March 11 at 7 p.m.

RECOGNITIONS

Historic Preservation Commission awards presentation to The Woodwork Shop.

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 12, 2019 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

I Bid for Appling Road Improvements. (Rick McClanahan, Director of Engineering)

Recommend accepting the lower bid for Appling Road Improvements from B & C Construction in the amount of \$487,459.50, plus a contingency amount of \$62,540.50 for a total cost of \$550,000.00. Funds are available in Accounts 311.31148311.780.457 and 311.31148311.780.41415.

2 Professional service agreement with Dalhoff Thomas Design Studio. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the Professional Services Agreement from Dalhoff Thomas Design Studio for design of W.J. Freeman pavilion at a cost of \$79,400. Funds are available in Account 311.48311.772.51401.

3 Treasurer's Report for January 2019. (Dick Phebus, Director of Finance)

NEW BUSINESS

I Resolution 06-19, a resolution to amend the Fiscal Year 2019 Capital Improvement Program budget to provide additional funding for Applying Road improvements. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 12, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Terry Easley, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, February 14 at 7 p.m.

Historic Preservation Commission, February 18 at 7 p.m.

Bartlett Arts Council, February 19 at 6 p.m.

BPACC Advisory Board, February 19 at 6 p.m.

Design Review Commission, February 19 at 6:30 p.m.

RECOGNITIONS

Leadership Bartlett

The Leadership Bartlett Class of 2019 spent the afternoon learning about local government.

Badge presentation for Canine Police Officers Ali, Bono, and Jax

Chief of Police Glen Williamson presented Bartlett's three canine officers with badges.

Officer Christian Schaumburg, Officer Casey Knight, and Andrew Maliskas respectively pinned their canine partners, Ali, Jax, and Bono, with their new badges. The newly-pinned officers showed great excitement at being the first canine officers in Bartlett history to receive police badges.

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

MINUTES ACCEPTANCE

Minutes of the January 22, 2019 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Feb 12, 2019 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twenty items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Subdivision contract for Hood and Bartlett Subdivision. (John Horne, Assistant Director of Engineering)**
The developer, Memphis City Employee Credit Union, will pay \$14,953.05 in City Fees. The Bond is set at \$34,240.00.
- 3 Site plan contract for Herbi-Systems, Inc. (John Horne, Assistant Director of Engineering)**
The developer, Herbi-Systems, Inc, will pay \$27,400.48 in City Fees. The Bond is set at \$61,365.00.

NEW BUSINESS

- 1 Resolution 04-19, a resolution to amend the Fiscal Year 2019 Capital Improvement Program and General Fund budgets to provide funding for parks pavilion and lighting project. (Dick Phebus, Director of Finance)**

Finance Director Dick Phebus explained that this resolution combines several internal revenue sources to complete W.J. Freeman's new pavilion and restroom/concession facility.

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

- 2 Resolution 05-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that the Bartlett City Board of Education recently adopted four budget amendments, which must also be approved by the Board of Mayor and Aldermen.

One resolution amended the Education Capital Project budget to allocate \$100,000 for communication equipment and \$75,000 for an architect. The second resolution added \$30,000 to the Bartlett Square budget. Bartlett Square is a renovated building where the school district offices are. The third resolution amended the General Purpose Fund Budget to appropriate an additional \$1 million for school debt service. The final resolution increases the capital fund budget by \$3.5 million for high school stadium improvements.

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

OPEN DISCUSSION

No one spoke during open discussion.

ADJOURNMENT

Meeting adjourned at 7:12 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Feb 12, 2019 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/26/19 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Appling Road Improvements.

The Appling Road Improvements project was advertised in *The Daily News* on January 31, 2019. The contractors that picked up Bid Documents are as follows:

B & C Construction
Enscor
White Construction
Madden Phillips
P & E Development
Chancellor Brothers

On February 14, the City received six bids for the construction of the **Appling Road Improvements Project**. This project is to widen and improve Appling Road from Brother Blvd to just north of Ellis Road, in front of the future Tennessee College of Applied Technology location. The apparent low bidder, **B & C Construction** submitted a total base bid of **\$487,459.50**. Based on the bid prices submitted, the Engineering Department recommends awarding this bid based on the base bid price, plus an additional amount of **\$62,540.50** for items that may need to be added during construction for a total not to exceed **\$550,000.00**. Funding is available in Accounts 311.31148311.780.457 and 311.31148311.780.41415.

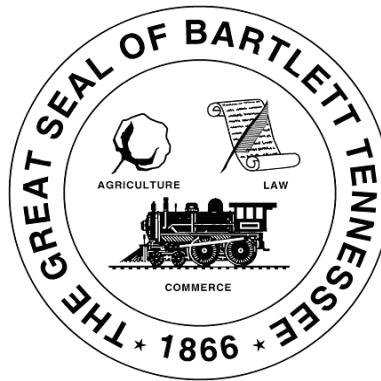
COMPANY/BIDDER	TOTAL BASE BID
B & C Construction	\$487,459.50
Enscor	\$515,653.30
White Construction	\$547,686.20
Madden Phillips	\$564,310.50
P & E Development	\$624,999.75
Chancellor Brothers	\$712,661.25

Copies of the bid document, addendum, and unit price bid response form are attached.

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 # FY2019-01-030

DUE: Thursday, February 14, 2019, no later than 2:00 p.m. (CST)

APPLING ROAD IMPROVEMENTS

The City of Bartlett Engineering Department is seeking bids for road widening and improvements of Appling Road, from Brother Blvd. to just north of Ellis Road as per the written specifications.

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

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APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M.** on February 14, 2019. All bid packets with an **original, clearly identified, and two copies**, must be labeled **“FY2019-01-030 APPLNG ROAD IMPROVEMENTS”** 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.

Bid Booklet and related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Bid Document Received Form, and **email** it to City of Bartlett Engineering Department: Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document must be received by Dena no later than 5:00PM CST on February 08, 2019. Failure to submit this form may disqualify you as a bidder.

For general bid information 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 Casey Wilder, PE at caseywilder@carlsonconsulting.net and also must be received no later than noon (CST), February 08, 2019.

Please quote prices on attached sheet

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of the widening of Appling Road to its full build out width along the western side of the road including construction of asphalt, curb and gutter, sidewalk, and associated drainage installations. 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

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

3. ALTERNATIVE BIDS

There are NO 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.
- 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.

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

- 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:

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

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

License: Name of Project – **Applying Road Improvements**
Date of Bid Opening – **February 14, 2019**
Name of Contractor/Company
Tennessee License Number and Classification and
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.

6. **COLLUSIVE AGREEMENTS**

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

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

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

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

8. **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 14, 2019** 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.

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.

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, costs, 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.

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

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, procedures, 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.

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

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, shall entitle 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 twenty **(120) 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.

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.

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;

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), shall notify the City, in writing, the causes of the delay. The City 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.

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 This 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 filed, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

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:

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.

APPLING ROAD IMPROVEMENTS
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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
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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/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

Print Name_____

Signed _____

Title _____

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

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

APPLING ROAD IMPROVEMENTS

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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

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Suspension and Debarment Certification

(Signature page)

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS

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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male __ Female __

Race: Caucasian __

African American __

Hispanic ____

Other (please specify) _____.

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

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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: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

7. Provide complaint procedures and attach complaint log form.

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

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

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

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

Signature of Authorized Official

Date

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

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**

APPLING ROAD IMPROVEMENTS
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SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified and can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15 each.
2. 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.
3. Contractor shall be responsible for keeping a clean work area and remove all excess construction debris and packing from site daily.
4. Contractor will be responsible for all materials and tools used/stored at the job site and must be kept in a secure area.
5. Any damage to existing items to remain occurring during the work will be the responsibility of Contractor for repair or replacement. Repairs shall be equal to or better than existing conditions, and shall be to the satisfaction of the City of Bartlett. Contractor shall document any existing damage with photos, videos, etc., and notify the owner prior to commencing construction in the area of the existing damaged item.
6. **Item 1: MOBILIZATION** will include all cost for site layout, engineering, cost of insurance and bonds required for the execution of project described in these documents including all addenda, change orders and other adjustments to the contract. No additional payment will be made under this item. Payment will be made on a **LUMP SUM** basis for **MOBILIZATION** shown in this contract and shall include all labor, materials and equipment to mobilize on site.
7. **Item 2: CLEARING, GRUBBING & DEMOLITION**, in addition to items specified in the City of Bartlett Technical Specifications, will also include removal and disposal of existing trees in the right of way or construction easement, existing driveways, drain pipe, 13 LF of 24" drain pipe, drain manhole, headwall, and other items not noted and as needed for this project. Payment will be made on a **LUMP SUM** basis for **CLEARING, GRUBBING & DEMOLITION**, shown in this contract and shall include all labor, materials and equipment necessary.
8. **Item 3: EXCAVATION AND/OR EMBANKMENT FILL** will include all labor, materials and equipment necessary for excavating, filling and compacting to provide the finished lines, grades and cross sections indicated and required for the project. Contractor shall provide sufficient material to construct the embankments to the lines, elevations and cross sections as shown on the drawings from borrow areas. Anticipated quantity for the work shown on the drawings is 1,300 CY and quantities shown on the bid tab include an additional 200 CY material for contingencies. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **CUBIC YARD** of **EXCAVATION AND/OR EMBANKMENT FILL**.

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9. Item 4: ADJUST EXISTING WATER VALVES will include all labor, materials and equipment necessary for adjusting tops of existing water valves to match the proposed grades shown on the plans. All work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **ADJUSTED EXISTING WATER VALVE**.
10. Item 5: ADJUST MANHOLE TOP will include all labor, materials and equipment necessary for adjusting tops of manholes to match the proposed grades shown on the plans. All work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **ADJUSTED MANHOLE TOP**.
11. Item 6: UNDERCUT AND REPLACEMENT OF UNSUITABLE MATERIAL will include all labor, materials and equipment necessary for excavating, removing, and disposing of material encountered which is not suitable for supporting proposed improvements. This item shall also include importing, filling and compacting replacement material to achieve a stable subgrade for placement of fill material or other improvements as shown on the construction plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **CUBIC YARD** of **EXCAVATION AND/OR EMBANKMENT FILL**.
12. Item 7: NEW SOD-BERMUDA will include furnishing and placing sod at all locations shown on the Plans. Contractor shall also be responsible for sodding grassed areas which are damaged by the contractor during the course of construction regardless of whether said area is shown to receive sod n the plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **SY** of **NEW SOD-BERMUDA** approved and in place.
13. Item 8: 15" RCP will include all work and materials necessary for installation of 15" RCP storm sewer as indicated on the plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **LF** of **15" RCP** approved and installed in place.
14. Item 9: 18" RCP will include all work and materials necessary for installation of 18" RCP storm sewer as indicated on the plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **LF** of **18" RCP** approved and installed in place.
15. Item 10: 24" RCP will include all work and materials necessary for installation of 24" RCP storm sewer as indicated on the plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **LF** of **24" RCP** approved and installed in place.
16. Item 11: DRAIN MANHOLE (4') will include all work and materials necessary for installation of 4' diameter manhole as indicated on the plans. Work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **DRAIN MANHOLE (4')** approved and installed in place.

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17. Item 12: EXTRA DEPTH MANHOLES will be paid at the unit bid price per **VERTICAL FOOT** for extra depth standard storm sewer manhole, brick or pre-cast, in excess of six (6) feet. Measurement shall be to the nearest 0.1 (1/10) foot from the top of the rim (top elevation) to the storm sewer invert (flow-out elevation) minus six (6) feet paid as Standard manhole. Work shall be in accordance with the City of Bartlett Technical Specifications.
18. Item 13: 7'X7' SQUARE CONCRETE NO. 3 MANHOLE (TDOT), shall be full compensation for all labor, equipment, and materials necessary for constructing 7'x7' square concrete manhole including connecting to the existing 60" RCP in order to construct the square manhole as shown on the construction documents. This item will be full compensation for materials and materials' testing; excavation; necessary forming to include rebar and tying of same; special protection; placing, protection and curing of concrete; connection to pipes, channel lining or structure; cleaning and inspection; frames and grates; backfilling; etc. Payment will be made at the unit price per **EACH of 7'X7' SQUARE CONCRETE NO. 3 MANHOLE (TDOT)** accepted and installed for the project and work shall be in accordance with TDOT and City of Bartlett Technical Specifications.
19. Item 14: 6-72 INLET, shall be full compensation for materials and materials' testing; excavation; necessary forming to include rebar and tying of same; special protection; placing, protection and curing of concrete; connection to pipes, channel lining or structure; cleaning and inspection; frames and grates; backfilling; etc. as shown on the construction documents for installation of inlets as shown on the plans. Payment will be made at the unit price per **EACH of 6-72 INLET** accepted and installed for the project and work shall be in accordance with City of Bartlett Technical Specifications.
20. Item 15: DUAL 12'x10' BOX CULVERT EXTENSION, shall be full compensation for all labor, equipment, and materials necessary for extending the existing dual 12'x10' box culvert, including necessary removal of existing features necessary in order to construct the box culvert extension as shown on the construction documents. Work shall be in accordance with TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT OF DUAL 12'x10' BOX CULVERT EXTENSION** accepted and installed in place for the project.
21. Item 16: BOX CULVERT HEADWALL, WINGWALLS, AND PAVED OUTLET, shall be full compensation for all labor, equipment, and materials necessary for construction of the box culvert wingwalls, paved outlet, and associated appurtenances including chain link fencing in order to construct the box wingwalls and paved outlet as shown on the construction documents. Payment will be made on a **LUMP SUM** basis for **BOX CULVERT HEADWALL, WINGWALLS, AND PAVED OUTLET** accepted and installed for the project.
22. Item 17: TDOT CLASS 'C' RIP-RAP GROUTED (WEIGHT EXCLUDES GROUT), shall be full compensation for hauling and placement of required riprap, including filter fabric and grouting, and for all labor, equipment, and material necessary for completion of this item in accordance with the construction documents. Payment will be made at the unit price per **TON of TDOT CLASS 'C' RIP-RAP GROUTED** accepted and installed in place.

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23. Item 18: 5' SIDEWALK, price shall be full compensation for excavating and preparing the subgrade; forming; furnishing, placing, finishing, and curing the concrete; providing all joints; and protecting the concrete until final acceptance, complete in place. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT OF 5' SIDEWALK** of sidewalk, at the specified width and thickness, accepted in place.
24. Item 19: 6-30 CURB AND GUTTER, price shall be full compensation for excavating and preparing the subgrade; forming; furnishing, placing, finishing, and curing the concrete; providing all joints; and protecting the concrete until final acceptance, complete in place.. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT OF 6-30 CURB AND GUTTER** accepted and in place, of the size specified, measured through driveways.
25. Item 20: COMMERCIAL DRIVEWAY, price shall be full compensation for excavating and preparing the subgrade; forming; furnishing, placing, finishing, and curing the concrete; providing all joints; and protecting the concrete until final acceptance, complete in place. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **SQUARE FOOT OF COMMERCIAL DRIVEWAY** of the specified thickness in place, measured from the back of the curb to a line ten (10) feet from the face of curb and to the width as indicated on the plans, accepted and in place.
26. Item 21: 6" DUCTILE IRON WATER LINE, price shall be full compensation for all work and materials associated with installation of the 6" DIP water line shown on the plans for the relocation of the existing fire hydrant at station 11+65. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of 6" DUCTILE IRON WATER LINE**, accepted and in place.
27. Item 22: 12" DUCTILE IRON WATER LINE, price shall be full compensation for all work and materials associated with installation of the 12" DIP water line shown on the plans including the 12" Gate Valve. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of 12" DUCTILE IRON WATER LINE**, accepted and in place.
28. Item 23: RELOCATE EXISTING FIRE HYDRANT, price shall be full compensation for all work and materials associated with removal, relocation, and installation of the relocation of the existing fire hydrant at station 11+65 as shown on the plans. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH of RELOCATED FIRE HYDRANT**, accepted and in place.
29. Item 24: 12"x12" WET TAP, price shall be full compensation for all work and materials for installing a 12"x12" wet tap as shown on the plans. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH of 12"x12" WET TAP**, accepted and in place.

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30. Item 25: 12" PLUG AND UTILITY MARKING, price shall be full compensation for all work and materials for installing a 12" plug and utility marking as shown on the plans. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH of 12" PLUG AND UTILITY MARKING**, accepted and in place.
31. Item 26: REMOVE WATER METERS AND CAP EXISTING WATER, price shall be full compensation for all work and materials for removing existing water at STA 8+65 and along with the associated service line capping the water line as shown on the plans. All work shall be in accordance with City of Bartlett Technical Specifications. Payment will be made at the unit price per **REMOVED WATER METERS AND CAP EXISTING WATER**, accepted and completed.
32. Item 27: CEMENT TREATED AGGREGATE BASE (12" THICK) will include all labor, materials, and equipment required to construct 12" thick cement treated aggregate base as shown on the plans. All work shall be in accordance with City Bartlett and City of Memphis Technical Specifications. Payment will be made at the unit price per **SY of CEMENT TREATED AGGREGATE BASE (12" THICK)** accepted and installed in place.
33. Item 28: ASPHALT SURFACE COURSE-411-D will include all necessary labor, equipment, and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling, and compaction of the asphalt to the depths and areas as specified, and clean up. All work shall be in accordance with the City Bartlett Technical Specifications. Payment will be made at the unit price per **TON of ASPHALT SURFACE COURSE-411-D** accepted and in place.
34. Item 29: ASPHALT BINDER COURSE-307-C will include all necessary labor, equipment, and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling, and compaction of the asphalt to the depths and areas as specified, and clean up. Quantities shown include an anticipated 665 TONS of binder course to be used as bushing (variable thickness) on the existing road and 85 tons of binder course (2" thick) for the widened portion of the road work. All work shall be in accordance with the City Bartlett Technical Specifications. Payment will be made at the unit price per **TON of ASPHALT SURFACE COURSE-411-D** accepted and in place.
35. Item 30: CRUSHED LIMESTONE CR-610 will include all labor, materials, and equipment required to install and compact crushed limestone along Appling Road as shown on the plans. Payment will be made based on the actual amount of CR 610 used, based on the certified weight tickets. All work shall be in accordance with the City Bartlett Technical Specifications. Payment will be made at the unit price per **TON of CR- 610 CRUSHED LIMESTONE** accepted, compacted and installed in place.
36. Item 31: MILLING OF EXISTING ASPHALT PAVEMENT will include all labor, materials, and equipment required for milling of asphalt surfaces as shown on the plans. Payment will be paid for at the unit bid price per **TON of MILLED ASPHALT PAVEMENT** accepted and completed as evidenced by weigh tickets.

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

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37. Item 32: SILT FENCE – EROSION CONTROL will include all labor, materials and equipment to install and maintain the wire backed silt fence at locations as shown on the plans. Silt Fence will be as shown on the plan detail sheets. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove silt fence and stabilize disturbed areas prior to completion of the project. All work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of SILT FENCE – EROSION CONTROL** installed, in place and removed from the project.
38. Item 33: PLASTIC PAVEMENT MARKING (4" WIDE DSYL-YELLOW) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (4" WIDE DSYL-YELLOW)** accepted and in place.
39. Item 34: PLASTIC PAVEMENT MARKING (6" WIDE SSWL-WHITE) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (6" WIDE SSWL-WHITE)** accepted and in place.
40. Item 35: PLASTIC PAVEMENT MARKING (12" WIDE SSWL-WHITE) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (12" WIDE SSWL-WHITE)** accepted and in place.
41. Item 36: PLASTIC PAVEMENT MARKING (4" WIDE SSWL-WHITE) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (4" WIDE SSWL-WHITE)** accepted and in place.

APPLING ROAD IMPROVEMENTS

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42. Item 37: PLASTIC PAVEMENT MARKING (4" WIDE SSYL-YELLOW) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (4" WIDE SSYL-YELLOW)** accepted and in place.
43. Item 38: PLASTIC PAVEMENT MARKING (4" WIDE SBYL-YELLOW) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (4" WIDE SBYL-YELLOW)** accepted and in place.
44. Item 39: PLASTIC PAVEMENT MARKING (4" WIDE SDWL-WHITE) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LINEAR FOOT of PLASTIC PAVEMENT MARKING (4" WIDE SDWL-WHITE)** accepted and in place.
45. Item 40: PLASTIC PAVEMENT MARKING (ARROW) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH of PLASTIC PAVEMENT MARKING (ARROW)** accepted and in place.
46. Item 41: PLASTIC PAVEMENT MARKING (STOP BAR) will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH of PLASTIC PAVEMENT MARKING (STOP BAR)** accepted and in place.

APPLING ROAD IMPROVEMENTS

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47. Item 42: BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)-PLASTIC will include all labor, materials, surface preparation, and equipment to install specified pavement markings as shown on the plans. Removal of existing pavement markings which conflict with proposed striping shall be considered incidental to the work and will not be paid for separately. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)-PLASTIC** accepted and in place.
48. Item 43: RELOCATE EXISTING SIGNS will include all labor materials, and equipment to relocated existing signs as shown on the plans. All work shall be in accordance with the City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **RELOCATED SIGNS** accepted and in place.
49. Item 44: TRAFFIC CONTROL shall include all material labor and equipment required to install and maintain the traffic control devices as shown on the plans and as required by the Manual of Uniform Traffic Control Devices (MUTCD) current edition. This item shall also include all expenses for removing any existing signs which conflict with the improvements shown on the plans. The contractor may, at his option and expense, provide an alternate plan of traffic control. Contractor shall submit his alternate plan to the owner. Said plan shall conform to all requirements in the MUTCD. No road closures will be allowed, however during the various construction activities one lane of Appling Road may be closed with the use of the approved signage and flaggers and with the approval of the owner. Additional barricades, cones, drums, flaggers and other devices required to render the work area safe during the work day shall be installed by the contractor at no additional charge. Contractor will maintain access to all properties at all times during the work day. All work shall be in accordance with MUTCD and City of Bartlett Technical Specifications. No additional payment will be made for any additional traffic control devices that may be required. Payment shall be made at the **LUMP SUM basis** for all **TRAFFIC CONTROL** devices necessary for this project.
50. Item 45: W BEAM GUARDRAIL [TDOT] will include all labor, materials, and equipment to install guardrail as shown on the plans. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **LF** of **W BEAM GUARDRAIL [TDOT]** accepted and in place.
51. Item 46: TYPE 38 GUARDRAIL END TERMINAL [TDOT] will include all labor, materials, and equipment to install guardrail end terminal as shown on the plans. All work shall be in accordance with the TDOT and City of Bartlett Technical Specifications. Payment will be made at the unit price per **EACH** of **TYPE 38 GUARDRAIL END TERMINAL [TDOT]** accepted and in place.

APPLING ROAD IMPROVEMENTS
Sealed Bid #: FY2019-01-030
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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 to BPS-3
10. Current year, signed W-9 form (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.**

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

BID PRICING SHEET

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

Project: **FY2019-01-030 APPLING ROAD IMPROVEMENTS**

Proposal of _____ (hereinafter called "Bidder")¹ a corporation, organized and existing under the laws of the State of _____, partnership, or an individual doing business as _____.

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **Appling Road Improvements**, 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 **120** 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:

* * * *

¹ Insert corporation, partnership or individual as applicable.

Initial _____

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

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

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	CLEARING, GRUBBING, & DEMOLITION	LS	1		
3	EXCAVATION AND / OR EMBANKMENT FILL	CY	1,500		
4	ADJUST EXISTING WATER VALVES	EA	2		
5	ADJUST MANHOLE TOP	EA	2		
6	UNDERCUT AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	100		
7	NEW SOD-BERMUDA	SY	2,500		
8	15" RCP	LF	311		
9	18" RCP	LF	143		
10	24" RCP	LF	33		
11	DRAIN MANHOLE (4')	EA	4		
12	EXTRA DEPTH MANHOLES	VF	3.1		
13	7'x7' SQUARE CONCRETE NO. 3 MANHOLE (TDOT)	EA	1		
14	6-72 INLET	EA	3		
15	DUAL 12'x10' BOX CULVERT EXTENSION	LF	20		
16	BOX CULVERT HEADWALL, WINGWALLS, AND PAVED OUTLET	EA	1		
17	TDOT CLASS 'C' RIP-RAP GROUTED (WEIGHT EXCLUDES GROUT)	TON	340		
18	5' SIDEWALK	811	LF		
19	6-30 CURB AND GUTTER	881	LF		
20	COMMERCIAL DRIVEWAY	SF	600		
21	6" DUCTILE IRON WATER LINE	LF	16		
22	12" DUCTILE IRON WATER LINE	LF	30		
23	RELOCATE FIRE HYDRANT	EA	1		
24	12"x12" WET TAP	EA	1		

Initial_____

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

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ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
25	12" PLUG AND UTILITY MARKING	EA	1		
26	REMOVE WATER METERS AND CAP EXISTING WATER	EA	1		
27	CEMENT TREATED AGGREGATE BASE (12" THICK)	SY	745		
28	ASPHALT SURFACE COURSE-411-D	TON	460		
29	ASPHALT BINDER COURSE-307-C	TON	750		
30	CRUSHED LIMESTONE CR610	TON	30		
31	MILLING OF EXISTING ASPHALT PAVEMENT	TON	31		
32	SILT FENCE - EROSION CONTROL	LF	950		
33	PLASTIC PAVEMENT MARKING (4" WIDE DSYL-YELLOW)	LF	799		
34	PLASTIC PAVEMENT MARKING (6" WIDE SSWL-WHITE)	LF	2,440		
35	PLASTIC PAVEMENT MARKING (12" WIDE SSWL-WHITE)	LF	170		
36	PLASTIC PAVEMENT MARKING (4" WIDE SSWL-WHITE)	LF	2,663		
37	PLASTIC PAVEMENT MARKING (4" WIDE SSYL-YELLOW)	LF	1,442		
38	PLASTIC PAVEMENT MARKING (4" WIDE SBYL-YELLOW)	LF	1,442		
39	PLASTIC PAVEMENT MARKING (4" WIDE SDWL-WHITE)	LF	185		
40	PLASTIC PAVEMENT MARKING (ARROW)	EA	6		
41	PLASTIC PAVEMENT MARKING (STOP BAR)	EA	1		
42	BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)-PLASTIC	EA	3		
43	RELOCATE EXISTING SIGNS	EA	3		
44	TRAFFIC CONTROL	LS	1		
45	W BEAM GUARDRAIL [TDOT]	LF	256		
46	TYPE 38 GUARDRAIL END TERMINAL [TDOT]	EA	2		

Initial_____

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

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TOTAL BID = \$ _____**TOTAL BASE BID IN WORDS:**

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:

NAME OF FIRM

Email

Authorized Representative
(Typed or Printed)

Phone Number

Authorized Representative Signature
(Required)

Date

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

BID BOND

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

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

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

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

Signed, this _____ day of _____, 2019.

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

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall 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.

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

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

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

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

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

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

NOTICE OF AWARD

To:

PROJECT Description: **FY2019-01-030 Appling Road Improvements**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2019 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 _____, 2019.

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 _____, 2019.

Name: _____

Print Name: _____

Title: _____

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

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 _____, 2019 a copy of which is
 hereto attached and made a part hereof for the construction of:

APPLING ROAD IMPROVEMENTS

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.

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
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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 ____ day of _____, 2019.

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

 Surety

ATTEST:

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

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: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

NOTICE TO PROCEED

TO:

PROJECT: FY2019-01-030 APPLING ROAD IMPROVEMENTS

You are hereby notified in accordance with the Agreement dated _____, 2019 to commence WORK on or before _____, 2019 and you are to complete the WORK within 120 (one hundred and twenty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2019.

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: _____

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS
 Sealed Bid #: FY2019-01-030
 Due Date: February 14, 2019

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2019 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 **FY2019-01-030 APPLING ROAD IMPROVEMENTS.**
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 twenty (120) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) 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) ADDENDA: NO._____, Dated _____, 2019

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

APPLING ROAD IMPROVEMENTS

Sealed Bid #: FY2019-01-030

Due Date: February 14, 2019

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.
12. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
13. 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 McDonaldTITLE: Mayor, City of Bartlett

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS bid book (2505 : Bid for Appling Road Improvements)

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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



APPLING ROAD IMPROVEMENTS

SB # FY2019-01-030

DUE: Thursday, February 14, 2019, no later than 2:00 p.m. (CST)

ADDENDUM # 1

Issued February 12, 2019

The above described sealed bid has been modified to reflect the following changes and clarifications.

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS Addendum 1 (2505 : Bid for Applying Road Improvements)

CHANGES AND ADDITIONS

PLAN REVISIONS: (See Addendum 1 plans on website)

- Sheet 2: Added items 47 - 50
- Sheet 5: Moved relocated FH at station 11+65 out to ROW line
- Sheet 8: Added IP5 inlet protection to inlet at Station 14+40
- Sheet 8: Added IP4 inlet protection to DMH at station 14+38
- Sheet 8: Revised IP2 to IP5 on ERC sheet
- Sheet 13: Revised S/W detail
 - Changed expansion joint spacing
 - Removed references to reinforcement
- Sheet 15: Revised driveway detail to City of Bartlett's current standard

BID BOOK CHANGES AND REVISIONS

SPECIAL CONDITIONS

Added language to the following:

26. Item 21: **6" DUCTILE IRON WATER LINE**, price shall be full compensation for all work and materials associated with installation of the 6" DIP water line shown on the plans and any necessary items and work for testing of the installed line for the relocation of the existing fire hydrant at station 11+65. All work shall be in accordance with City of Bartlett Technical Specifications. **Payment will be made at the unit price per LINEAR FOOT of 6" DUCTILE IRON WATER LINE, accepted and in place.**
27. Item 22: **12" DUCTILE IRON WATER LINE**, price shall be full compensation for all work and materials associated with installation of the 12" DIP water line shown on the plans including the 12" Gate Valve and any necessary items and work for testing of the installed line. All work shall be in accordance with City of Bartlett Technical Specifications. **Payment will be made at the unit price per LINEAR FOOT of 12" DUCTILE IRON WATER LINE, accepted and in place.**
28. Item 23: **RELOCATE EXISTING FIRE HYDRANT**, price shall be full compensation for all work and materials associated with removal, relocation, and installation of the relocation of the existing fire hydrant at station 11+65 as shown on the plans including any necessary extensions to set the relocated hydrant to proper grade. All work shall be in accordance with City of Bartlett Technical Specifications. **Payment will be made at the unit price per EACH of RELOCATED FIRE HYDRANT, accepted and in place.**

- #37 Item 32: SILT FENCE – EROSION CONTROL will include all labor, materials and equipment to install and maintain the wire backed silt fence at locations as shown on the plans. Silt Fence will be as shown on the plan detail sheets. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove silt fence and stabilize disturbed areas prior to completion of the project. All work shall be in accordance with the City of Bartlett Technical Specifications. **Payment will be made at the unit price per LINEAR FOOT of SILT FENCE – EROSION CONTROL installed, in place and removed from the project. All other erosion control work and activities necessary for project completion which are not listed as a pay item shall be considered incidental to the project and will not be paid for separately.**
52. Item 47: IP4 SILT FENCE INLET PROTECTION will include all labor, materials and equipment to install and maintain the silt fence inlet protection at locations as shown on the plans. Installation will be as shown on the plan detail sheets. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove inlet protection and stabilize disturbed areas prior to completion of the project. All work shall be in accordance with the City of Bartlett Technical Specifications. **Payment will be made at the unit price per EACH of IP4 SF INLET PROTECTION installed, in place and removed from the project. All other erosion control work and activities necessary for project completion which are not listed as a pay item shall be considered incidental to the project and will not be paid for separately.**
53. Item 48: IP5 FILTER BAG will include all labor, materials and equipment to install and maintain the filter bag inlet protection at locations as shown on the plans. Installation will be as shown on the plan detail sheets. No additional payment will be made for the maintenance, reporting requirements and removal of sediment. Contractor will remove inlet protection and stabilize disturbed areas prior to completion of the project. All work shall be in accordance with the City of Bartlett Technical Specifications. **Payment will be made at the unit price per EACH of IP5 FILTER BAG installed, in place and removed from the project. All other erosion control work and activities necessary for project completion which are not listed as a pay item shall be considered incidental to the project and will not be paid for separately.**
54. Item 49: R3-17/R3-17b BIKE SIGNAGE will include all labor materials, and equipment necessary to install signage signs as shown on the plans. All work shall be in accordance with the City of Bartlett Technical Specifications. **Payment will be made at the unit price per EACH of R3-17/R3-17b BIKE SIGNAGE accepted and in place.**
55. Item 50: W11-1/W16-1 BIKE SIGNAGE will include all labor materials, and equipment necessary to install signage signs as shown on the plans. All work shall be in accordance with the City of Bartlett Technical Specifications. **Payment will be made at the unit price per EACH of W11-1/W16-1 BIKE SIGNAGE accepted and in place.**

PRICING SHEET CHANGES

- Updated reference to number of Bid Pricing Sheets on Bid Submittal Form
- Bid Pricing Sheets: (Please use the revised pricing sheets.)
 - Updated quantities for:
 - IP5 & IP4 inlet protection added to quantities
 - Bike lane signage (W11-1/W16-1 & R3-17/R3-17b)
 - Increased quantity of 6" DIP to account for FH being pushed out to ROW line
 - Increased driveway quantity to reflect updated driveway detail

Note: All other bid specifications and documents are to remain the same.

The bidder shall acknowledge receipt of this addendum by placing the addenda dates and addenda numbers on the outside of their proposal envelope.

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 Sheets —BPS-1 to BPS-4 (rev.)
10. Current year, signed W-9 form (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.

BSF-1

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS Addendum 1 (2505 : Bid for Applying Road Improvements)

SB# FY2019-01-030

DUE: FEBRUARY 14, 2019

BID PRICING SHEET**(Must include an original, clearly identified, and two complete copies of all required documents.)**Project: **FY2019-01-030 APPLING ROAD IMPROVEMENTS**

Proposal of _____ (hereinafter called “Bidder”)¹ a corporation,
 organized and existing under the laws of the State of _____
 _____, partnership, or an individual doing business as _____
 _____.

To: City of Bartlett TN (hereinafter called “Owner”)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **Appling Road Improvements**, 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 **120** 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:

¹ Insert corporation, partnership or individual as applicable.

Initial _____

APPLING ROAD IMPROVEMENTS – Addendum 1

SB# FY2019-01-030

DUE: FEBRUARY 14, 2019

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

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	CLEARING, GRUBBING, & DEMOLITION	LS	1		
3	EXCAVATION AND / OR EMBANKMENT FILL	CY	1,500		
4	ADJUST EXISTING WATER VALVES	EA	2		
5	ADJUST MANHOLE TOP	EA	2		
6	UNDERCUT AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	100		
7	NEW SOD-BERMUDA	SY	2,500		
8	15" RCP	LF	311		
9	18" RCP	LF	143		
10	24" RCP	LF	33		
11	DRAIN MANHOLE (4')	EA	4		
12	EXTRA DEPTH MANHOLES	VF	3.1		
13	7'x7' SQUARE CONCRETE NO. 3 MANHOLE (TDOT)	EA	1		
14	6-72 INLET	EA	3		
15	DUAL 12'x10' BOX CULVERT EXTENSION	LF	20		
16	BOX CULVERT HEADWALL, WINGWALLS, AND PAVED OUTLET	EA	1		
17	TDOT CLASS 'C' RIP-RAP GROUTED (WEIGHT EXCLUDES GROUT)	TON	340		
18	5' SIDEWALK	811	LF		
19	6-30 CURB AND GUTTER	881	LF		
20	COMMERCIAL DRIVEWAY	SF	627		
21	6" DUCTILE IRON WATER LINE	LF	19		
22	12" DUCTILE IRON WATER LINE	LF	30		
23	RELOCATE FIRE HYDRANT	EA	1		
24	12"x12" WET TAP	EA	1		

Initial_____

BPS-2 (rev.)

APPLING ROAD IMPROVEMENTS – Addendum 1

SB# FY2019-01-030

DUE: FEBRUARY 14, 2019

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
25	12" PLUG AND UTILITY MARKING	EA	1		
26	REMOVE WATER METERS AND CAP EXISTING WATER	EA	1		
27	CEMENT TREATED AGGREGATE BASE (12" THICK)	SY	745		
28	ASPHALT SURFACE COURSE-411-D	TON	460		
29	ASPHALT BINDER COURSE-307-C	TON	750		
30	CRUSHED LIMESTONE CR610	TON	30		
31	MILLING OF EXISTING ASPHALT PAVEMENT	TON	31		
32	SILT FENCE - EROSION CONTROL	LF	950		
33	PLASTIC PAVEMENT MARKING (4" WIDE DSYL-YELLOW)	LF	799		
34	PLASTIC PAVEMENT MARKING (6" WIDE SSWL-WHITE)	LF	2,440		
35	PLASTIC PAVEMENT MARKING (12" WIDE SSWL-WHITE)	LF	170		
36	PLASTIC PAVEMENT MARKING (4" WIDE SSWL-WHITE)	LF	2,663		
37	PLASTIC PAVEMENT MARKING (4" WIDE SSYL-YELLOW)	LF	1,442		
38	PLASTIC PAVEMENT MARKING (4" WIDE SBYL-YELLOW)	LF	1,442		
39	PLASTIC PAVEMENT MARKING (4" WIDE SDWL-WHITE)	LF	185		
40	PLASTIC PAVEMENT MARKING (ARROW)	EA	6		
41	PLASTIC PAVEMENT MARKING (STOP BAR)	EA	1		
42	BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)-PLASTIC	EA	3		
43	RELOCATE EXISTING SIGNS	EA	3		
44	TRAFFIC CONTROL	LS	1		
45	W BEAM GUARDRAIL [TDOT]	LF	256		
46	TYPE 38 GUARDRAIL END TERMINAL [TDOT]	EA	2		

Initial_____

BPS-3 (rev.)

SB# FY2019-01-030

DUE: FEBRUARY 14, 2019

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
47	IP 4 SILT FENCE INLET PROTECTION	EA	5		
48	IP5 FILTER BAG	EA	3		
49	R3-17/R3-17b BIKE SIGNAGE	EA	1		
50	W11-1/W16-1 BIKE SIGNAGE	EA	1		

TOTAL BID = \$ _____**TOTAL BASE BID IN WORDS:**

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:

NAME OF FIRM_____
Email_____
Authorized Representative
(Typed or Printed)_____
Phone Number_____
Authorized Representative Signature
(Required)_____
Date

BPS-4 (rev.)

Attachment: FY2019-01-030 APPLING ROAD IMPROVEMENTS Addendum 1 (2505 : Bid for Appling Road Improvements)

FY2019-01-030 APPLING ROAD IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY.	B & C CONST.		CHANCELLOR BRO.		ENSCOR		MADDEN-PHILLIPS		P & E DEVEL.		WHITE CONST.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	MOBILIZATION	LS	1	17,500.00	17,500.00	39,000.00	39,000.00	17,720.00	17,720.00	40,524.00	40,524.00	50,000.00	50,000.00	35,090.00	35,090.00
2	CLEARING, GRUBBING, & DEMOLITION	LS	1	10,000.00	10,000.00	12,600.00	12,600.00	22,000.00	22,000.00	19,000.00	19,000.00	25,000.00	25,000.00	38,300.00	38,300.00
3	EXCAVATION AND / OR EMBANKMENT FILL	CY	1,500	10.00	15,000.00	17.65	26,475.00	10.00	15,000.00	16.00	24,000.00	15.00	22,500.00	18.30	27,450.00
4	ADJUST EXISTING WATER VALVES	EA	2	200.00	400.00	900.00	1,800.00	200.00	400.00	250.00	500.00	1,500.00	3,000.00	150.00	300.00
5	ADJUST MANHOLE TOP	EA	2	300.00	600.00	350.00	700.00	1,000.00	2,000.00	1,500.00	3,000.00	1,500.00	3,000.00	250.00	500.00
6	UNDERCUT AND REPLACEMENT OF UNSUITABLE MATERIAL	CY	100	20.00	2,000.00	32.50	3,250.00	12.00	1,200.00	15.00	1,500.00	100.00	10,000.00	29.00	2,900.00
7	NEW SOD-BERMUDA	SY	2,500	4.00	10,000.00	4.25	10,625.00	3.00	7,500.00	3.45	8,625.00	10.00	25,000.00	2.95	7,375.00
8	15" RCP	LF	311	32.00	9,952.00	91.00	28,301.00	40.50	12,595.50	27.50	8,552.50	80.00	24,880.00	40.10	12,471.10
9	18" RCP	LF	143	35.00	5,005.00	195.00	27,885.00	45.00	6,435.00	29.00	4,147.00	125.00	17,875.00	58.55	8,372.65
10	24" RCP	LF	33	50.00	1,650.00	105.00	3,465.00	55.00	1,815.00	41.00	1,353.00	150.00	4,950.00	65.40	2,158.20
11	DRAIN MANHOLE (4')	EA	4	2,200.00	8,800.00	3,300.00	13,200.00	2,500.00	10,000.00	2,800.00	11,200.00	3,000.00	12,000.00	3,000.00	12,000.00
12	EXTRA DEPTH MANHOLES	VF	3.1	250.00	775.00	380.00	1,178.00	200.00	620.00	300.00	930.00	5,000.00	15,500.00	250.00	775.00
13	7'x7' SQUARE CONCRETE NO. 3 MANHOLE (TDOT)	EA	1	7,500.00	7,500.00	10,700.00	10,700.00	18,000.00	18,000.00	10,475.00	10,475.00	5,000.00	5,000.00	10,160.00	10,160.00
14	6-72 INLET	EA	3	3,500.00	10,500.00	3,620.00	10,860.00	3,500.00	10,500.00	4,000.00	12,000.00	2,500.00	7,500.00	4,180.00	12,540.00
15	DUAL 12"x10' BOX CULVERT EXTENSION	LF	20	2,500.00	50,000.00	4,015.00	80,300.00	4,850.00	97,000.00	4,845.00	96,900.00	2,000.00	40,000.00	2,732.00	54,640.00
16	BOX CULVERT HEADWALL, WINGWALLS, AND PAVED OUTLET	EA	1	10,000.00	10,000.00	53,875.00	53,875.00	30,000.00	30,000.00	33,595.00	33,595.00	12,000.00	12,000.00	15,274.00	15,274.00
17	TDOT CLASS 'C' RIP-RAP GROUTED (WEIGHT EXCLUDES GROUT)	TON	340	125.00	42,500.00	128.00	43,520.00	95.00	32,300.00	78.00	26,520.00	50.00	17,000.00	85.50	29,070.00
18	5' SIDEWALK	LF	811	25.00	20,275.00	28.25	22,910.75	25.00	20,275.00	23.50	19,058.50	45.00	36,495.00	29.15	23,640.65
19	6-30 CURB AND GUTTER	LF	881	25.00	22,025.00	29.25	25,769.25	25.00	22,025.00	20.00	17,620.00	45.00	39,645.00	21.45	18,897.45
20	COMMERCIAL DRIVEWAY	SF	627	12.00	7,524.00	9.00	5,643.00	8.00	5,016.00	12.00	7,524.00	10.00	6,270.00	12.65	7,931.55
21	6" DUCTILE IRON WATER LINE	LF	19	32.00	608.00	200.00	3,800.00	150.00	2,850.00	25.00	475.00	150.00	2,850.00	68.80	1,307.20
22	12" DUCTILE IRON WATER LINE	LF	30	52.00	1,560.00	285.00	8,550.00	150.00	4,500.00	52.00	1,560.00	200.00	6,000.00	91.80	2,754.00
23	RELOCATE FIRE HYDRANT	EA	1	2,000.00	2,000.00	5,150.00	5,150.00	1,500.00	1,500.00	1,000.00	1,000.00	5,000.00	5,000.00	2,420.00	2,420.00
24	12"x12" WET TAP	EA	1	4,000.00	4,000.00	12,900.00	12,900.00	7,500.00	7,500.00	5,668.00	5,668.00	2,500.00	2,500.00	6,510.00	6,510.00
25	12" PLUG AND UTILITY MARKING	EA	1	750.00	750.00	6,400.00	6,400.00	1,000.00	1,000.00	210.00	210.00	1,500.00	1,500.00	490.00	490.00
26	REMOVE WATER METERS AND CAP EXISTING WATER	EA	1	500.00	500.00	10,150.00	10,150.00	1,000.00	1,000.00	100.00	100.00	1,500.00	1,500.00	190.00	190.00
27	CEMENT TREATED AGGREGATE BASE (12" THICK)	SY	745	25.00	18,625.00	37.25	27,751.25	24.00	17,880.00	30.25	22,536.25	50.00	37,250.00	29.30	21,828.50
28	ASPHALT SURFACE COURSE-411-D	TON	460	125.00	57,500.00	137.00	63,020.00	86.58	39,826.80	119.00	54,740.00	125.00	57,500.00	121.00	55,660.00
29	ASPHALT BINDER COURSE-307-C	TON	750	100.00	75,000.00	107.00	80,250.00	82.00	61,500.00	93.15	69,862.50	80.00	60,000.00	94.90	71,175.00
30	CRUSHED LIMESTONE CR610	TON	30	35.00	1,050.00	55.00	1,650.00	35.00	1,050.00	34.75	1,042.50	70.00	2,100.00	46.20	1,386.00

Attachment: line item bid response form Board Memo (2505 : Bid for Appling Road Improvements)

FY2019-01-030 APPLING ROAD IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY.	B & C CONST.		CHANCELLOR BRO.		ENSCOR		MADDEN-PHILLIPS		P & E DEVEL.		WHITE CONST.	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
31	MILLING OF EXISTING ASPHALT PAVEMENT	TON	31	200.00	6,200.00	205.00	6,355.00	100.00	3,100.00	182.00	5,642.00	100.00	3,100.00	181.50	5,626.50
32	SILT FENCE - EROSION CONTROL	LF	950	4.00	3,800.00	5.00	4,750.00	3.50	3,325.00	3.75	3,562.50	4.00	3,800.00	3.60	3,420.00
33	PLASTIC PAVEMENT MARKING, 4" WIDE DSYL - YELLOW) (ARROW)	LF	799	2.50	1,997.50	2.50	1,997.50	2.00	1,598.00	2.25	1,797.75	1.25	998.75	2.20	1,757.80
34	PLASTIC PAVEMENT MARKING, (6" WIDE SSWL - WHITE)	LF	2,440	3.20	7,808.00	3.25	7,930.00	2.60	6,344.00	3.00	7,320.00	1.50	3,660.00	2.90	7,076.00
35	PLASTIC PAVEMENT MARKING, (12" WIDE SSWL - WHITE)	LF	170	9.60	1,632.00	10.00	1,700.00	8.00	1,360.00	8.75	1,487.50	9.00	1,530.00	8.80	1,496.00
36	PLASTIC PAVEMENT MARKING, 4" WIDE SSWL - WHITE)	LF	2,663	1.20	3,195.60	1.25	3,328.75	1.00	2,663.00	1.20	3,195.60	1.25	3,328.75	1.10	2,929.30
37	PLASTIC PAVEMENT MARKING, 4" WIDE SSWL-YELLOW)	LF	1,442	1.20	1,730.40	1.25	1,802.50	1.00	1,442.00	1.20	1,730.40	1.25	1,802.50	1.10	1,586.20
38	PLASTIC PAVEMENT MARKING, 4" WIDE SBYL-YELLOW)	LF	1,442	2.50	3,605.00	2.50	3,605.00	2.00	2,884.00	2.25	3,244.50	1.25	1,802.50	2.20	3,172.40
39	PLASTIC PAVEMENT MARKING, 4" WIDE SDWL-WHITE)	LF	185	1.20	222.00	1.25	231.25	1.00	185.00	1.20	222.00	1.25	231.25	1.10	203.50
40	PLASTIC PAVEMENT MARKING (ARROW)	EA	6	240.00	1,440.00	250.00	1,500.00	200.00	1,200.00	225.00	1,350.00	300.00	1,800.00	220.00	1,320.00
41	PLASTIC PAVEMENT MARKING, (STOP BAR)	EA	1	360.00	360.00	375.00	375.00	300.00	300.00	330.00	330.00	500.00	500.00	330.00	330.00
42	BIKE LANE MARKINGS (ARROW & BIKE SYMBOL)-PLASTIC	EA	3	440.00	1,320.00	435.00	1,305.00	350.00	1,050.00	385.00	1,155.00	400.00	1,200.00	385.00	1,155.00
43	RELOCATE EXISTING SIGNS	EA	3	250.00	750.00	185.00	555.00	200.00	600.00	170.00	510.00	500.00	1,500.00	165.00	495.00
44	TRAFFIC CONTROL	LS	1	10,000.00	10,000.00	13,600.00	13,600.00	2,500.00	2,500.00	10,200.00	10,200.00	25,000.00	25,000.00	11,400.00	11,400.00
45	W BEAM GUARDRAIL [TDOT]	LF	256	50.00	12,800.00	33.00	8,448.00	27.00	6,912.00	30.00	7,680.00	50.00	12,800.00	45.95	11,763.20
46	TYPE 38 GUARDRAIL END TERMINAL [TDOT]	EA	2	5,000.00	10,000.00	4425.00	8,850.00	3,550.00	7,100.00	3,850.00	7,700.00	2,000.00	4,000.00	3,707.00	7,414.00
47	IP 4 SILT FENCE INLET PROTECTION	EA	5	750.00	3,750.00	430.00	2,150.00	200.00	1,000.00	280.00	1,400.00	400.00	2,000.00	281.00	1,405.00
48	IP5 FILTER BAG	EA	3	750.00	2,250.00	610.00	1,830.00	150.00	450.00	325.00	975.00	377.00	1,131.00	325.00	975.00
49	R3-17/R3-17b BIKE SIGNAGE	EA	1	500.00	500.00	330.00	330.00	310.00	310.00	290.00	290.00	500.00	500.00	292.00	292.00
50	W11-1/W16-1 BIKE SIGNAGE	EA	1	500.00	500.00	340.00	340.00	322.00	322.00	300.00	300.00	500.00	500.00	303.00	303.00
TOTAL BASE BID					487,459.50		712,661.25		515,653.30		564,310.50		624,999.75		547,686.20

Attachment: line item bid response form Board Memo (2505 : Bid for Appling Road Improvements)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/26/19 07:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Debbie Christopher

Department Head: Shan Criswell

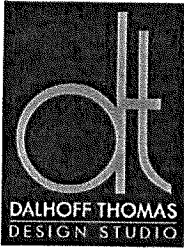
Professional service agreement with Dalhoff Thomas Design Studio.

The professional services agreement will provide the Design and Construction Administration for the Pavilion, Restroom/Concession building and lighting for three multipurpose fields at W. J. Freeman Park.

We recommend the agreement with Dalhoff Thomas Design Studio for a total price of \$79,400.

Funds are available in Account 311.48311.772.51401.

Thank you for your consideration.



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

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

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

January 29, 2019

Mrs. Shan Criswell
 5868 Stage Road
 Bartlett, TN 38134

**RE: PROFESSIONAL SERVICES AGREEMENT
 W.J. FREEMAN PARK
 GROUP SHELTER AND RESTROOM IMPROVEMENTS**

Dear Mrs. Criswell:

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

The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. It is our understanding that the improvements will include a pre-fabricated group shelter, a restroom/concession building and related site work.

Design services are lump sum based on the scope of services indicated. This proposal includes expenses incurred directly in connection with the project, such as in-house printing, mileage, and delivery services. Printing of the Construction Documents for contractors is **not** included in this proposal. It is our understanding that Dalhoff Thomas *design|studio* will handle the distribution of the Construction Documents to contractors and will provide an electronic copy of the Construction Documents to contractors for a minimal fee.

SERVICES INCLUDED

I. SURVEYING

A. Topographic Surveying

1. Prepare a topographic survey for the area where the restroom/concession building and group shelter will be located. Survey will include:
 - a. Location of part of the existing parking lot
 - b. Corners of the existing multi-purpose fields
 - c. one-foot contours
 - d. Proposed spot elevations.

Deliverable: Hard copy and electronic copy of the survey.

Fee for Topographic Surveying \$ 5,300.00

II. GEOTECHNICAL SERVICES

A. The Geotechnical Engineer anticipates that the geotechnical issues that subsurface exploration needs to address include:

1. The presence of soft or compressible soils
2. Groundwater depth
3. Geotechnical Engineer (Geotechnology) and Dalhoff Thomas *design | studio* recommend the following investigations:
 - a. One (1) boring in the location of the proposed restroom/concession building.
 - b. One (1) boring in the location of the proposed group shelter.
 - c. Laboratory testing will include typical index tests such as moisture content, atterberg limits, unit weight, and unconfined compression.
 - d. A report will summarize the results of the borings, laboratory tests and engineering analyses and design recommendations will be provided for site excavation and placement of fill and pavement design.

Deliverable: Hard copy of a report that includes the results of the field and laboratory test results, analyses, and recommendations pertinent to design and construction.

Fee for Geotechnical Services..... \$ 3,200.00

III. CONSTRUCTION DOCUMENTS

Preparation of Construction Documents to include:

- A. Overall Site Plan
- B. Enlarged Site Plans for the restroom/concession building and group shelter
- C. Grading Plan
 1. Existing Contours
 2. Proposed Contours (one foot)
 3. Proposed Spot Elevations
- D. Erosion and Sediment Control Plans

1. Plans will provide construction phasing information, erosion control details, storm water management practices, and site stabilization requirements
- E. Group Shelter
1. DT Design Studio will coordinate with the Poligon Shelter Company and prepare a set of plans for a group shelter. Plans will include floor plan, elevations, and construction details as required. The final engineering on the pre-fabricated shelter will be completed during the construction phase of the project through shop drawing submittals.
- F. Restroom/Concession Building
1. Floor Plans
 2. Elevations
 3. Wall Sections
 4. Foundation Plan
 5. Electrical Plan
 6. Mechanical Plan
 7. Construction Details
 8. Miscellaneous Site Electrical controlled from Building
- G. Multi-Purpose Athletic Field Lighting
1. Design of 480v, 3 Phase Electrical Service for Sports Field Lighting
 2. Coordination of Electrical Service with MLG&W
 3. Design of LED Sports Field Lighting for (3) Three Multi-Purpose Fields
 4. Provide point-by-point layouts to include Field Average Lighting Levels and Maximum Ratios
- H. Landscape Plans
1. Grassing Plan for disturbed areas
 - a. Seeded Areas
 - b. Sodded Areas
- I. Contract Documents
1. Preparation of Construction Cost Estimates
 2. Technical Specifications (only)
 3. Complete Front End Documents provided by City of Bartlett. Dalhoff Thomas Design will prepare the bid books for bidding
 4. We will address Contractor questions during bidding and prepare and issue addendums, if required
 5. Assistance with bidding the project
 6. Evaluate Contractors' bids, check references, and make recommendations to the City of Bartlett concerning the award of a construction contract

Fee for Construction Documents..... \$ 59,900.00

IV. CONSTRUCTION ADMINISTRATION

- A. Evaluation of Shop Drawings
- B. Evaluation of Submittals
- C. Review of Change Orders and Field Orders (if needed)
- D. Substantial Completion Inspection
- E. Final Inspection and Preparation of Final Punch List
- F. Observation of the Construction Improvements as follows:
 - 1. Based upon a total construction period time frame of 6 months maximum, and would run concurrently.
 - 2. Dalhoff Thomas Design or our representative will conduct on-site observations while construction is in process, at an average of once per week during the construction.

Fee for Project and Construction Administration \$ 11,000.00

SUMMARY OF FEES

I. Surveying.....	\$ 5,300.00
II. Geotechnical Services	\$ 3,200.00
III. Construction Documents	\$ 59,900.00
IV. Construction Administration	<u>\$ 11,000.00</u>
Total Fee.....	\$ 79,400.00

The above scope of services does not include:

- 1. Detention design
- 2. Preparing submittal information or attending a DRC meeting
- 3. It is our understanding that the construction documents will be approved administratively
- 4. Custom design of a group shelter
- 5. Storm Water Pollution Prevention Plan (SWPPP)

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

Principal Landscape Architect.....	\$170/hr
Landscape Architect I.....	\$110/hr
Landscape Architect II.....	\$100/hr
Landscape Architect III.....	\$ 80/hr
Senior Project Engineer	\$175/hr

Mrs. Shan Criswell
January 29, 2019
Page 5

Senior Engineer\$170/hr
Senior Designer\$150/hr
Clerical.....\$ 45/hr

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

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

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

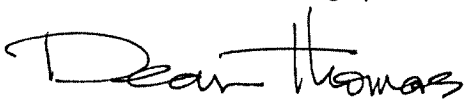
The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Dalhoff Thomas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

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

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement in the space provided and returning it to Dalhoff Thomas *design|studio*. We anticipate the Construction Documents will be complete within 3 months from Notice to Proceed.

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

Sincerely,
DALHOFF THOMAS *design|studio*



Dean Thomas, PLA, CLARB
Principal

Notice to Proceed:

Mayor Keith McDonald

Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/26/19 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for January 2019.



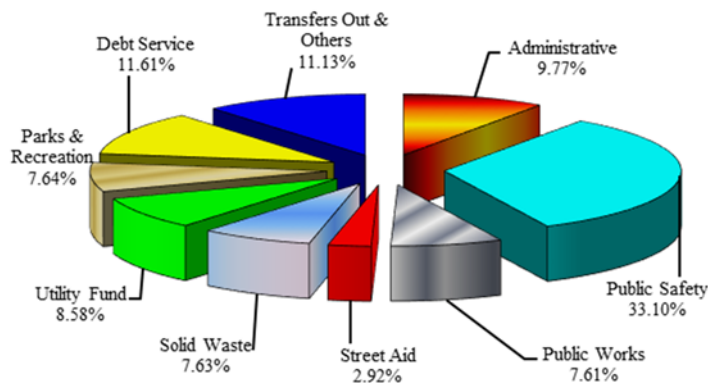
City of Bartlett

FINANCIAL REPORT

January 31, 2019

Total Expenditures, FY 2019 Budget: \$84,464,781

WHERE THE \$ GOES
(Does not include School)

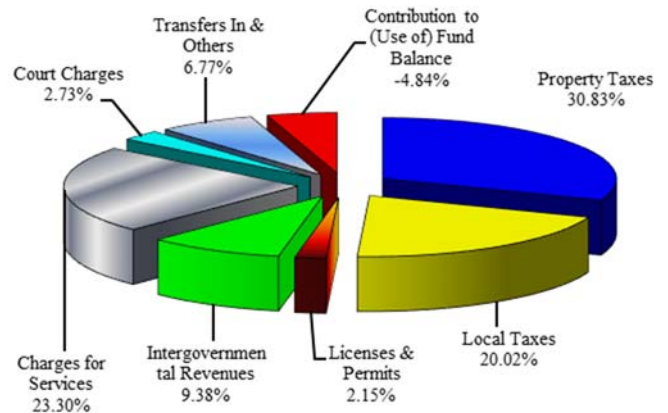


BUDGET HIGHLIGHTS

- June 30, 2018 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2017 property taxes were submitted to the Trustee for collection.
- Fiscal Year 2020 budgets are being prepared by the departments now.

Total Revenues, FY 2019 Budget: \$84,464,781

WHERE THE \$ COMES FROM
(Does not include School)



FY 2019 YEAR-TO-DATE
For The Period Ending January 31, 2019

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,671,514	\$ 3,937,761
Public Safety	27,266,139	16,057,306
Public Works	6,322,309	3,557,936
Parks and Recreation	5,865,151	3,263,333
Performing Arts	601,966	388,984
Transfers & Other Gen. Fund Items	6,534,019	6,512,260
Subtotal	\$ 54,261,098	\$ 33,717,579
General Fund Revenues		
Property Taxes	\$ 26,095,000	\$ 18,248,556
Local Taxes	13,565,418	5,506,843
Building and Development Fees	1,816,700	819,348
Intergovernmental	6,141,000	2,508,023
Charges for Services	4,238,830	2,345,156
Court Charges	1,965,000	1,036,767
Other Revenue	439,150	260,607
Subtotal	\$ 54,261,098	\$ 30,725,299
Special Rev. Funds-Expenditures	\$ 10,748,539	\$ 6,899,591
Special Rev. Funds-Revenues	\$ 10,748,539	\$ 5,387,466
Utility Expenses	\$ 11,168,744	\$ 7,670,495
Utility Revenues	\$ 11,168,744	\$ 5,136,223
Debt Service Expenditures	\$ 8,286,400	\$ 7,013,564
Debt Service Revenues	\$ 8,286,400	\$ 5,230,682
Total Expenditures	\$ 84,464,781	\$ 55,301,229
Total Revenues	\$ 84,464,781	\$ 46,479,670

Note: FY 2019 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and the Utility Fund.

Attachment: Jan19FinRpt (2504 : Treasurer's Report for January 2019.)



City of Bartlett -- Financial Summary For The Period Ending January 31, 2019



	FY 2018 Audited Actual	FY 2019 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2018	Year-to-Date Actual FY 2019	Increase/ Decrease in \$	Percent of FY 2018 Actual	Percent of FY 2019 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,033,438	\$ 7,671,514	\$ 638,076	\$ 4,140,703	\$ 3,937,761	\$ (202,942)	58.87%	51.33%	-7.54%
Public Safety	26,002,682	27,266,139	1,263,457	15,445,856	16,057,306	611,449	59.40%	58.89%	-0.51%
Public Works	5,917,177	6,322,309	405,132	3,356,285	3,557,936	201,651	56.72%	56.28%	-0.45%
Parks and Recreation	5,509,240	5,775,044	265,804	3,269,348	3,263,333	(6,015)	59.34%	56.51%	-2.84%
Performing Arts	694,404	692,073	(2,331)	421,587	388,984	(32,603)	60.71%	56.21%	-4.51%
Transfers & Other Gen. Fund Items	7,078,856	6,534,019	(544,837)	6,457,522	6,512,260	54,738	91.22%	99.67%	8.44%
Total General Fund Expenditures	\$ 52,235,798	\$ 54,261,098	\$ 2,025,300	\$ 33,091,301	\$ 33,717,579	\$ 626,278	63.35%	62.14%	-1.21%
General Fund Revenues									
Property Taxes	\$ 25,476,449	\$ 26,095,000	\$ 618,551	\$ 16,848,408	\$ 18,248,556	\$ 1,400,148	66.13%	69.93%	3.80%
Local Taxes	12,904,189	13,565,418	661,229	5,289,398	5,506,843	217,445	40.99%	40.59%	-0.40%
Building and Development Fees	1,755,784	1,816,700	60,916	946,646	819,348	(127,298)	53.92%	45.10%	-8.81%
Intergovernmental	6,221,427	6,141,000	(80,427)	2,383,257	2,508,023	124,766	38.31%	40.84%	2.53%
Charges for Services	4,276,451	4,238,830	(37,621)	2,163,856	2,345,156	181,300	50.60%	55.33%	4.73%
Court Charges	1,983,487	1,965,000	(18,487)	1,068,536	1,036,767	(31,769)	53.87%	52.76%	-1.11%
Other Revenue	492,679	439,150	(53,529)	299,052	260,607	(38,445)	60.70%	59.34%	-1.36%
Total General Fund Revenues	\$ 53,110,467	\$ 54,261,098	\$ 1,150,631	\$ 28,999,152	\$ 30,725,299	\$ 1,726,147	54.60%	56.62%	2.02%
Special Revenue Funds									
Street Aid Fund	\$ 1,524,326	\$ 2,475,000	\$ 950,674	\$ 791,303	\$ 1,415,953	\$ 624,650	51.91%	57.21%	5.30%
Solid Waste Fund	6,187,894	6,614,577	426,683	3,644,775	4,118,281	473,506	58.90%	62.26%	3.36%
General Improvement Fund	710,168	768,800	58,632	535,103	564,264	29,161	75.35%	73.40%	-1.95%
Drug Enforcement Fund	219,291	473,500	254,209	136,363	140,009	3,647	62.18%	29.57%	-32.61%
DEA Enforcement Fund	21,736	279,200	181,881	782	184,803	184,021	3.60%	66.19%	62.59%
Drainage Control Fund	97,319	120,526	65,526	60,191	59,097	(1,093)	61.85%	49.03%	-12.82%
Park Improvement Fund	55,000	16,936	(4,800)	55,000	16,936	(38,064)	0.00%	100.00%	100.00%
Grant Funds	1,710,951	0	(1,710,951)	(7,091)	400,249	407,339	-0.41%	0.00%	0.41%
Special Revenue Funds - Expenditures	\$ 10,526,686	\$ 10,748,539	\$ 221,853	\$ 5,216,425	\$ 6,899,591	\$ 1,683,166	49.55%	64.19%	14.64%
Special Revenue Funds - Revenues	\$ 10,678,972	\$ 10,748,539	\$ 69,567	\$ 4,879,059	\$ 5,387,466	\$ 508,407	45.69%	50.12%	4.43%
Utility Fund									
Total Utility Operations	\$ 7,062,392	\$ 9,812,225	\$ 2,749,833	\$ 4,663,671	\$ 6,509,523	\$ 1,845,851	66.04%	66.34%	0.31%
Total Utility Debt Expenses	1,305,257	1,356,519	51,262	1,151,689	1,160,972	9,283	88.23%	85.58%	-2.65%
Total Utility Expenses	\$ 8,367,649	\$ 11,168,744	\$ 2,801,095	\$ 5,815,361	\$ 7,670,495	\$ 1,855,134	69.50%	68.68%	-0.82%
Total Utility Revenues	\$ 8,503,886	\$ 11,168,744	\$ 2,664,858	\$ 4,999,172	\$ 5,136,223	\$ 137,051	58.79%	45.99%	-12.80%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,116,874	\$ 8,471,401	\$ 354,527	\$ 6,864,025	\$ 7,013,564	\$ 149,539	84.56%	82.79%	-1.77%
Total Debt Service Revenues	\$ 11,281,685	\$ 8,471,401	\$ (2,810,284)	\$ 7,932,772	\$ 5,230,682	\$ (2,702,090)	70.32%	61.75%	-8.57%
Total Expenditures	\$ 79,247,007	\$ 84,649,782	\$ 5,402,775	\$ 50,987,111	\$ 55,301,229	\$ 4,314,118	64.34%	65.33%	0.99%
Total Revenues	\$ 83,575,009	\$ 84,649,782	\$ 1,074,773	\$ 46,810,155	\$ 46,479,670	\$ (330,485)	56.01%	54.91%	-1.10%

Attachment: Jan19FinRprt (2504 : Treasurer's Report for January 2019).



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2503)

Meeting: 02/26/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2503

Resolution 06-19, a resolution to amend the Fiscal Year 2019 Capital Improvement Program budget to provide additional funding for Appling Road improvements.

WHEREAS, the Board of Mayor and Aldermen did amend the Capital Improvements Program budget for Fiscal Year 2019 on June 12, 2018 which included appropriations for the Appling Road improvements; and

WHEREAS, the City of Bartlett now requires additional appropriations for that project to cover construction costs of the project; and

WHEREAS, after discussions with administration and finance staff, it has been determined the expense for survey and design work should be funded by transfers from other CIP projects which have excess funds available;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY 2019 Capital Improvements Program budget is amended to appropriate an additional \$150,000 for the Appling Road improvement project as follows:

Account #	Increase	Decrease
311.48311.780.41415		\$150,000
311.48311.391710.41415		\$150,000
311.48311.780.457	\$150,000	
311.48311.391710.457	\$150,000	

Adopted this day of February 26, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk