



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, NOVEMBER 28, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

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

Planning Commission, December 4 at 6:30 p.m.

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

City Beautiful Commission, December 7 at 6:30 p.m.

Industrial Development Board, December 7 at 7 p.m.

Board of Mayor and Aldermen Work Session, December 12 at 4 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the November 14, 2023 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

- I. Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use. (Kim Taylor, Director of Planning and Economic Development)**

- 2 Second Reading of Ordinance 23-07, an ordinance to amend Title 8, Chapter I, Alcoholic Beverages, and Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett. (Ed McKenney, City Attorney).** The public hearing is set for December 12, 2023.

CONSENT AGENDA

- I Bid for Emergency Restoration Services. (Matt Crenshaw, Director of Public Works)**

Recommend accepting the proposal from Belfor for emergency restoration services. Belfor had the highest score of 98.75 on the Request for Proposal scoring card. Funds are available in Account 110.43400.125.

- 2 Treasurer's Report for October 2023. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- I Resolution 45-23, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty

(20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 14, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Monique L. Williams: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Jonathan McReynolds, Fullview Baptist Church

FUTURE MEETINGS

Board of Zoning Appeals, November 16 at 6:30 p.m.

Bartlett Arts Council, November 21 at 6 p.m.

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

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

RECOGNITIONS

Government Finance Officers Association Certificate of Excellence Award (Dick Phebus, Director of Finance)

Mayor Parsons recognized Director of Finance Dick Phebus and the entire Finance Department for receiving the Certificate of Excellence Award issued by the Government Finance Officers Association.

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

MINUTES ACCEPTANCE

Minutes of the October 24, 2023 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Nov 14, 2023 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Brad King, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning and Economic Development presented this ordinance as amended with revisions in red ink. Vice Mayor Young sought clarification that the ordinance did not allow 12 consecutive days on private property. Ms. Taylor stated it did not, but a maximum of six times per year with a two consecutive day maximum allowing for 12 days per year total.

Alderman Reaves asked that the Administration consider a longer special use permit that could be issued for blighted private property that would permit three to four mobile food trucks.

Alderman Williams made mention that Cordova and Memphis have permanent food truck parks.

Ms. Taylor explained to allow for special use permits, it would require an amendment in the zoning ordinance and that Administration could review.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/28/2023 6:00 PM
MOVER:	David Reaves, Alderman	
SECONDER:	Monique L. Williams, Alderman	
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn	

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- I **Special event permit for Christmas in Bartlett Market & Festivities. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Friday, November 17 from 4 p.m. - 7 p.m., and Saturday, November 18, from 9 a.m. to 4 p.m. at Freeman Park.
- 2 **Reestablish the second Board of Mayor and Aldermen meeting in December, and set the date for December 19, 2023. (David Parsons, Mayor)**
- 3 **Bid for Community Development Software. (Kevin Franz, IT Manager)**
Recommend accepting the lowest bid meeting bid requirements from iWorQ at an initial total cost of \$90,200.00. This software is for permits and inspections, business licenses, work-order management, and facility management. Funds are available in Account 123.48123.264.

4 Professional services renewal for Public Safety Security Cameras / License Plate Recognition Technology from Flock Safety. (Jeff Cox, Police Chief)

Recommend the selection of Flock Group Inc. as a single-source provider for 15 Flock Safety Cameras with comprehensive monitoring, processing, and machine vision services for a period of two years. The cost is \$2,750 per camera per year, with a total project cost of \$82,500.00. Funding for this purchase is available in Account 110.42100.936 (\$56,840) and Account 123.48123.264 (\$25,660).

5 Planning Commission Report for November 2023. (Kim Taylor, Director of Planning and Economic Development)

NEW BUSINESS

I Resolution 44-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

Mr. Phebus stated that the Board of Education approved this budget amendment by resolution on October 26, 2023. It allows for \$1.1 million to be spent on renovations to the central office and \$35,000.00 for video improvements at Bartlett High School.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

2 First Reading of Ordinance 23-07, an ordinance to amend Title 8, Chapter 1, Alcoholic Beverages, and Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett. (Ed McKenney, City Attorney)

City Attorney Ed McKenney outlined the amendments to this existing ordinance.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/28/2023 6:00 PM
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

OPEN DISCUSSION

Alderman King thanked Ms. Taylor for all the work she had done preparing and amending the mobile vending ordinance.

Alderman Reaves asked for an update from John Horne on the Old Brownsville Rd. project. Mr. Horne said they should be completed with the paving by Friday or Saturday. They will need to stripe and pave some cross street sections. He also stated that flashing stop signs will be added.

Director of Community Relations Debbie Gelineau announced several upcoming events:

Friday, November 17 at 5 p.m. is the Christmas Tree Lighting ceremony and kick off of the Christmas in Bartlett Market and Festivities held at the A. Keith McDonald pavilion in W.J. Freeman Park.

Sunday, November 27 at 5 p.m. is a Christmas carol sing-a-long hosted by local churches. This event will also be held at the A. Keith McDonald pavilion. Free coffee and cocoa provided.

Saturday, December 2 at 4 pm. is the Christmas parade. The parade route is new and posted on the City's website.

Ms. Dorris Evans with the Small Business Administration provided information whereby both residents and businesses can obtain lower interest loans for disaster recovery from the June 25 super storms. The deadline for residents to apply is December 26, 2023 and for businesses, it is July 26, 2024. Information is available at City offices and on the website.

ADJOURNMENT

Meeting adjourned at 6:42 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Minutes Acceptance: Minutes of Nov 14, 2023 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3437)

Meeting: 11/28/23 06:00 PM

Department: Planning and Economic Development

Category: Policy

Prepared By: Penny Medlock

Initiator: Kim Taylor

Sponsors:

DOC ID: 3437 B

Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use.

WHEREAS, the food truck industry is a growing and vital economic industry that has increased in popularity; and

WHEREAS, the City desires to promote economic growth and vitality by way of small businesses; and

WHEREAS, the City desires to offer additional opportunities and options to businesses and the citizens of Bartlett; and

WHEREAS, the City of Bartlett Board of Mayor and Aldermen has been contacted by both citizens and business owners requesting mobile vending services within the city limits; and

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desires to provide opportunities to Mobile Food Vendors to operate and serve the Bartlett community, while regulating the provision of such mobile vending services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE:

Section 1. That Title 9, Chapter 2, of the Municipal Code of the City of Bartlett be amended to read as follows and that a new subsection 9-205(3) be added.

Section 9-202, Definitions, is amended after the initial paragraph, which shall remain and is incorporated by reference as though fully set forth herein, to read as follows:

- (1) **Canteen truck** means any vehicle that operates to provide food service to workers at locations where food is otherwise unavailable, from which vendors sell food that requires no on-site preparation or assembly, other than the heating of pre-cooked foods. Canteen vehicles shall not require a mobile food vending permit.
- (2) **Catering** means the provision of food and drink at a private event or other gathering where no sales of food to the public occurs.
- (3) **Commissary** means a fixed, non-mobile establishment or any other place used for the

storage of supplies, the preparation of food to be sold or served at or by a mobile food vendor, or the cleaning and servicing of the mobile food vehicle.

- (4) **“Goods, wares, or merchandise,”** as presently defined in Section 9-202 (1), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (5) **Ice cream truck** means any operable vehicle from which an operator sells only pre-packaged frozen products, soft serve, or hand-dipped frozen products. Ice cream trucks shall not require a mobile food vending permit.
- (6) **Location-specific mobile food permit** means a permit that has been approved and issued by the City of Bartlett to the owner of a private property for the purpose of allowing mobile food vehicles to be staged, on-site overnight for a specified duration.
- (7) **Location-specific mobile food annual permit** means a permit that has been approved and issued by the City of Bartlett to the owner of private property for a mobile vendor to be located in commercial centers and lots, industrial properties, office developments, mixed-use centers, or civic and institutional properties within specified areas of the property as defined by a site plan at the time of the permit application. The permit may be good for one year upon issuance, and is renewable annually. The permit is revocable at any time by the City of Bartlett due to a violation of the permit, or other unforeseen circumstance.
- (8) **Mobile food owner or vendor** means any person or entity selling food or drinks from a mobile vehicle, including, but not limited to a food truck, trailer, pushcart or ice cream truck.
- (9) **Mobile food vehicle** means an enclosed unit, truck, or trailer that is roadworthy, has a valid motor vehicle title and registration, and has a license that is properly displayed and from which food is prepared, cooked, assembled, or stored with the intent to sell such food to the public. This definition does not include pushcarts.
- (10) **Mobile food vehicle - "In operation"** means a mobile food vehicle that, when arriving to an approved private site, is either preparing to open for business, open for business, or in the process of preparing to leave a site to return to an approved, state-inspected commissary or other City of Bartlett permitted location.
- (11) **Mobile food vending permit** means any permit granted by the City of Bartlett for the operation of a mobile food vehicle or pushcart. Canteen vehicles and ice cream vehicles shall not require a mobile food vending permit.
- (12) **“Mobile frozen desserts vendor,”** as presently defined in Section 9-202 (2), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (13) **“Peddlers,”** as presently defined in Section 9-202 (3), shall continue to have the same

definition, which definition is incorporated herein by reference as though fully set forth herein.

(14) “Person,” as presently defined in Section 9-202 (4), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(15) Private property means real property owned by an individual or individuals having exclusive rights to it and which is not owned by a public entity.

(16) “Public designated park,” as presently defined in Section 9-202 (5), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(17) Public property means real property owned by the City of Bartlett, or Shelby County, or the State of Tennessee, including public and private rights-of-way/streets designed for motor vehicles.

(18) Pushcart means any wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Tennessee Department of Transportation, and from which food is prepared, cooked, assembled or stored, with the intent to sell such food to the public. A mobile food vending permit is required, and pushcarts shall not operate within the street right-of-way where licensed motor vehicles operate.

(19) Right-of-way means an area owned or maintained by the City of Bartlett, Shelby County, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.

(20) Sidewalk clear zone means any portion of the right-of-way that is intended for pedestrian traffic along the sidewalk or a multi-use path. The minimum width and location of the clear zone shall be determined by the paved area of any sidewalk within the right-of-way, however, in all instances it must be a minimum of 48 feet in width, and compliant with the Americans with Disabilities Act for public sidewalk accessibility.

(21) Special event (as defined in the City of Bartlett Municipal Code) means any public gathering, such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, expo, trade show, or any similar occurrence to be conducted on public or private property within the City of Bartlett, Tennessee.

(22) Special event permit means any permit approved by the City of Bartlett authorizing the holding of a special event.

(23) “Transient vendor,” as presently defined in Section 9-202 (6), shall continue to have

the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(24) “Temporary premises,” as presently defined in Section 9-202 (7), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(25) Unimproved property means any property that does not have ingress and egress through a driveway of an approved material and does not contain a building that may be occupied pursuant to applicable building codes.

Section 2. That Section 9-205, “Mobile frozen dessert vehicles,” be amended such that the caption reads as follows: “Mobile frozen dessert vehicles; Mobile food vendors,” and that the following subsection be amended to read:

(c) Vendors must carry the minimum amount of insurance as required by the City of Bartlett, Shelby County, and the State of Tennessee.

Section 3. That Section 9-205, “Mobile frozen dessert vehicles; Mobile food vendors,” be amended by adding the following subsection:

Section 9-205(3) Mobile food vending - when allowed:

- (I) It shall be a violation to engage in mobile food vending in the City of Bartlett, whether on public or private property, unless authorized by the City of Bartlett through:
 - (a) The issuance of a mobile food vending permit; and
 - (b) Having obtained all necessary business licenses and any applicable permits, licenses or certifications, including, but not limited to, a Bartlett and/or Shelby County business license and all applicable permits, licenses or certifications from the State of Tennessee, Shelby County Health Department; Bartlett Fire Department and/or Bartlett Code Enforcement Department; and
 - (c) The operation of a mobile food vehicle on private property within office developments, commercial centers and lots, mixed-use centers, and civic or institutional properties will require written permission from the property owner. When an existing restaurant is on the property, mobile food vendors will only be allowed with a Special Event Permit granted by the City of Bartlett. Parking on corners adjacent to street intersections within commercial centers and lots, on private or public property and/or within the right-of-way is prohibited unless permission is granted with a Special Event Permit;
 - (d) On private property within office developments, commercial centers and lots, mixed-use centers, and civic or institutional properties that have location specific

permits, only one mobile food vehicle is permitted at a time. The mobile food vendor will be allowed at the same location up to six times per year, and up to two consecutive days at a time.

- (e) On industrial properties that have location specific permits, up to three mobile food vendors are permitted at a time. The mobile food vendor will be allowed at the same location up to once per week, and up to two consecutive days at a time.
- (f) Operation as part of private events/parties hosted by a homeowner's association or similar neighborhood group within a residential neighborhood or subdivision or as part of a private party at a single residence with a Bartlett Special Event Permit.
- (g) The operation of mobile food vehicles within a public park is allowed when approved by the City of Bartlett Parks Director in conjunction with the mobile food vending permit application.
- (h) Having food prepared, served or sold from a mobile food vehicle or pushcart as designed for mobile food vending.

Section 9-205(4) Permitting requirements (Vendor Permit):

- (1) Mobile food vending permit. Prior to operating a mobile food vehicle or a pushcart as defined in this chapter, operators shall obtain a mobile food vending permit from the City of Bartlett. A mobile food vending permit shall only be granted after a mobile food vending permit application has been approved by the City of Bartlett Building Official, or their designee. The permitting process shall be required for each individual mobile food vehicle that is to operate within the City of Bartlett. Mobile food vending permits are nontransferable.
 - (a) No mobile food vending permit shall be required when vending is limited to a single mobile food vehicle on private property operating solely for private catering purposes and when the following provisions are met:
 - i. The mobile food truck is parked entirely on private property on a solid asphalt or concrete surface.
 - ii. Service is limited to the guests of the catered event only.
 - iii. No payment transactions shall occur for individual orders taken by the mobile food truck operator.
 - (b) Mobile food vehicles operating solely within the City of Bartlett in conjunction with a special event are exempt from the mobile food vehicle permitting process, providing no additional sales be planned outside of the regularly scheduled, permitted special event within the City of Bartlett's jurisdiction.
- (2) The vendor shall submit a completed City of Bartlett mobile food vending permit

application. Applicants for a mobile food vending permit under this chapter must file the application with the Bartlett Code Enforcement Department containing the following information:

- (a) Name of applicant/vendor/business.
- (b) A valid government issued ID, for the business owner or the owner of the mobile food vehicle.
- (c) Complete permanent home address and business address of the applicant.
- (d) A brief description of the nature of the business and the goods to be sold.
- (e) As applicable, the location and length of time for which the mobile food vehicle will be staged on a privately owned property that has a valid location-specific mobile food permit.
- (f) The vehicle registration number, make, model and description for any vehicle to be used, including dimensions and color photographs (front, both sides, rear) of the mobile food unit or vehicle.
- (g) A list of other cities or towns, if any, where, within the past 12 months, the applicant conducted business.
- (h) Shelby County Health Certificates and other permits and/or licenses prior to the beginning of operation of business within the City of Bartlett jurisdictional limits.
- (i) Must pass a Bartlett fire safety inspection, or obtain a State of Tennessee Fire Permit, and comply with the Fire Safety adopted code prior to the operation of business within the City of Bartlett's jurisdictional limits.
- (j) The permitting fee will be waived for all mobile food vending business applicants with an active Bartlett Business License whose physical address is within the City of Bartlett or who operate a restaurant in the City of Bartlett.

Section 9-205(5) Location-specific food permit applications (Property Owners Permit):

- (1) *Site plan.* The property owner or their agent shall submit a site plan for the proposed location to the City of Bartlett Code Enforcement Department. The site plan shall show the location of the mobile food vehicle, its relationship to other structures, proposed parking to serve the location, and any other pertinent details.
- (2) *Inspection and permit from the Bartlett Fire Marshal.* Mobile food vehicles shall be subject to an inspection by the City of Bartlett Fire Marshal or their designee, unless a State of Tennessee Fire Permit for Mobile Food Vending has been obtained.
- (3) *Clearance to structures.* There shall be a clearance between any portion of a mobile food vehicle and any structures as required by the City of Bartlett Fire Code.
- (4) *Restroom accessibility.* Mobile food vendors shall provide access to restroom facilities for employees when the mobile food vehicle is open for business three hours or greater in duration.

- (5) Public safety compliance.
 - (a) Mobile food vendors staged on property that has a valid location-specific mobile food permit acknowledge and agree that the City has the right to require the movement of their mobile food vending vehicle/trailer and any other associated structures/furnishings should the City determine that its presence is a threat to public safety.
 - (b) All temporary signs, tables, chairs, steps, decks, and other accessory items associated with mobile food vehicles staged on property that has a valid location-specific mobile food permit shall be removed and/or stored out of sight when not open for business.
- (6) As applicable, the vendor of a mobile food vehicle and the owner or their agent of the private property seeking a location-specific mobile food permit shall be subject to a mobile food vending application fee.
- (7) On private property in commercial centers and lots, in office developments, that have location specific permits, only one mobile food vehicle is permitted at a time. The mobile food vendor will be allowed at the same location up to six times per year, and up to two consecutive days at a time.
- (8) Each commercial center or commercial lot will be allowed to locate mobile food vendor(s) up to twelve days per year. No single mobile food vendor will be allowed on the same property more than six times per year, and can only reside two consecutive days at a time.
- (9) Each industrial property will be allowed to locate mobile food vendor(s) once per week. No single mobile food vendor will be allowed on the same property more than once per week, and can only reside two consecutive days at a time.
- (10) Mobile food vending permits and location-specific mobile food permits shall expire in one year concurrently with the annual business license and shall be subject to annual renewal.

Section 9-205(6) Operational Requirements.

- (1) General requirements. Unless otherwise specifically approved by the Board of Mayor and Aldermen, the following operational requirements shall apply to all mobile food vendors and location-specific mobile food permit holders:
 - (a) Mobile food vehicles may operate only on properties within office developments, commercial centers and lots, industrial properties, mixed-use centers, and civic or institutional properties with written permission from the property owner or their

- agent and any other requirements as described in this ordinance. Mobile food vehicles may also operate as part of a special event permit, an event hosted by a homeowner's association or similar neighborhood group within a residential neighborhood or subdivision, or as part of a private party at a single residence.
- (b) Removal of garbage and waste resulting from the mobile vendor and its customers is the responsibility of the mobile food operator. Dumping of waste on roadsides, open ditches, and private/public dumpster areas is strictly prohibited. The mobile food vendor applicant shall provide a plan for waste/garbage disposal at the time of the mobile permit application.
 - (c) Except for mobile food vehicles staged on property that has a valid location-specific mobile food permit, all temporary signs, tables, chairs, umbrellas, trash cans, steps, decks, and other accessory items shall be removed and stored out of sight when not open for business.
 - (d) No amplified music or PA system.
 - (e) Business access. No mobile food vehicle shall operate in a location or manner that impedes access to or from another business, or which otherwise may interfere with access to emergency areas, paths, or facilities.
 - (f) Utility connections. Permanent connections to water, sanitary sewer, gas, or electrical service is prohibited.
 - (g) Mobile Food Vehicles shall be parked on dust-free asphalt, concrete surfaces, or other acceptable dust free surfaces, except for canteen trucks on construction sites. Canteen trucks on construction sites may not park on grass or dirt surfaces, but may park on a solid temporary gravel surfaces if the surface is designed to bear the load.
 - (h) Pedestrian access.
 - i. Mobile food vehicles and pushcarts shall not reduce the pedestrian clear path of travel on public or private sidewalks or multi-use paths to less than four feet.
 - ii. Mobile food vehicles shall provide no less than six feet, eight inches of clearance under awnings and canopies.
- (2) Operation on private property. Any mobile food vehicle operating on private property under a mobile food vending permit shall be subject to the following operations requirements:
- (a) Compliance with all general requirements listed above.
 - (b) Mobile food vendors must obtain written permission from the owner or their agent of the private property on which the mobile food vehicle will operate.
 - (c) Mobile food vehicles may not operate on unimproved properties unless there is a paved driveway entrance leading to the street right-of-way and a gravel or asphalt/concrete paved surface, or an alternate surface that meets the requirements of the City's development regulations, sufficient in size to allow for the parking of the mobile food vehicle(s) and other motor vehicles on the property.

- (d) Mobile food vehicles operating on private property shall not be parked within ten feet of a public right-of-way.
- (e) Ice cream trucks may operate on private, residentially zoned property for a special occasion (i.e. birthday, graduation, etc.) with written permission of the property owner or their agent.
- (g) Signage.
 - i. Permitted signage may include affixed signs on the exterior of the mobile food unit, and one menu or sandwich board style sign, not to exceed two and one-half feet in width by three and one-half feet in height and may be placed outside the accompanying mobile food vehicle only during hours of operation. The exterior sign may be located up to ten feet away from the accompanying mobile food vehicle.
- (h) Moving of mobile food vehicles when not open for business.
 - i. When not staged on a privately owned parcel that has a valid location-specific mobile food permit, mobile food vehicles shall be "in-operation", which means a mobile food vehicle that when arriving to an approved private property or site, is either preparing to open for business, open for business, or in the process of preparing to leave a site, and shall return to an approved, state inspected commissary or other City of Bartlett permitted location.
- (3) Operation on public property.
 - (a) Compliance with all general requirements listed above.
 - (b) Mobile food vendors operating within the public right-of-way or on public property shall be approved as part of a Special Event Permit by the City Building Official, or his designee, or the Board of Mayor and Aldermen.
 - (c) Canteen trucks and ice cream trucks are not regulated by this chapter provided they:
 - i. Are not stationary for more than ten minutes.
 - ii. Not impeding the flow of traffic.
 - iii. Are canteen trucks operating within active construction sites or providing meals on private property on large industrial zoned sites.

Section 9-205(7) Mobile food vending in City of Bartlett public parks.

- (1) Compliance with all general requirements listed above.
- (2) At the discretion of the Parks Director, or their designee, the Parks Department **may coordinate mobile food vending days and accept proposals from mobile food vendors desiring to vend in City of Bartlett public parks.** At a minimum, any proposal shall include the following:
 - (a) Proof of any required licenses and permits;
 - (b) A picture and written description of the mobile food vehicle proposed to be used;

- (c) A list or menu of proposed items for sale;
 - (d) Operate only within an approved designated area of the park. Mobile food vehicle owners and vendors are prohibited from using a pushcart, or circulating throughout the premises of park properties in any manner;
 - (e) Vendors must supply a certificate of insurance with the City of Bartlett named as an additional insured with commercial liability insurance in an amount established by the City.
- (3) The Parks Department will set designated times, locations, and mobile food vendor capacity levels by park or event. Each potential vendor will be provided a list of specified times and a map of available sites. Reservations are required, and spaces must be reserved in advance through the City of Bartlett Parks Department. To best serve the community, and at the discretion of the Parks Director or their designee, mobile food vendors may be required to rotate throughout the month.
 - (4) Vendors shall not provide or allow any dining facilities, including but not limited to tables, chairs, booths, bar stools, benches, tents, and standup counters unless approved by the Parks Director or their designee.
 - (5) Mobile food vehicles and all associated equipment must be removed from the park at the end of each day. The mobile food vehicles and any equipment are not permitted in the park overnight at any time.
 - (6) Mobile food vehicles shall provide a trash receptacle for the collection of vendor waste material. Trash collected or generated by mobile food vehicles shall not be placed or disposed of in a park or park facility trash receptacle. Vendors shall remove all trash and litter from park grounds within 50 feet of their mobile food vehicles. Recycling is encouraged and must also be removed from park property at the responsibility of the mobile food vendor.
 - (7) Any power and electrical use required for operations shall be self-contained. Vendors are prohibited from using utilities drawn from the park property unless specifically authorized in writing by the City of Bartlett Parks Department.
 - (8) A permit fee for the privilege of vending within the City limits payable to the City of Bartlett is required.
 - (9) At the discretion of the Parks Director, or their designee, the Parks Department shall reserve all rights to revoke a mobile food vending permit within City of Bartlett parks should an operator or mobile food unit fail to comply with standards of this section including, but not limited to the following reasons:
 - (a) The licensed vendor or operator engaged in conduct of character that was misleading, deceptive or fraudulent.
 - (b) The licensed vendor or operator engaged in untruthful or deceptive advertising.
 - (c) The licensed vendor or operator engaged in conduct detriment to the health of park patrons, including but not limited to intimidation, or verbal, physical and/or

sexual assault.

- (d) The licensed vendor or operator failed to maintain or acquire any permits required by this chapter.

Section 9-205(8) Compliance with health regulations.

Valid health inspection certifications acquired in accordance of the State of Tennessee from the Shelby County Health Department shall serve as certification of inspection for operation in the City of Bartlett

Section 9-205(9) Insurance.

A mobile food vehicle owner shall maintain a commercial liability insurance policy in the amounts specified by the City of Bartlett to obtain a mobile food vending permit. Proof of current commercial liability insurance, issued by an insurance company licensed to do business in Tennessee, protecting the mobile food vehicle vendor, the public and the City from all claims for damage to property and bodily injury, including death, which may arise from operation under or about the permit. The insurance shall also name the City as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advanced written notice to the City. Failure to maintain the required insurance coverage is grounds for vending license revocation

Section 9-205(10) Mechanism for complaints-Suspension or revocation.

Should the City of Bartlett observe a mobile food vendor in violation of this chapter, the Building Official, or their designee, may seek resolution through the issuance of a notice of violation to parties involved in the operation of the mobile food vending unit, including, but not limited to the operator or owner of the unit, as well as the property owner where the violation occurred. The Building Official also has the discretion to suspend or revoke a mobile food vending permit when a mobile food vendor and/or owner are found in violation of this chapter.

Section 4. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: October 24, 2023

Second Reading: November 14, 2023

Third Reading: November 28, 2023

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3444)

Meeting: 11/28/23 06:00 PM

Department: Legal

Category: Amendment

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3444

Ordinance 23-07, an ordinance to amend Title 8, Chapter 1, Alcoholic Beverages, and Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett.

WHEREAS some of the provisions of Title 8, Chapter 1 (Alcoholic Beverages) and Chapter 3 (Beer), of the Codified Ordinances of the City of Bartlett are obsolete or otherwise inadequate; and

WHEREAS the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desires to amend said Chapters and Sections.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE:

Section 1. That Chapter 1, Section 8-102(1), Consumption of alcohol in municipal parks and playgrounds prohibited, be amended to read as follows:

8-102. Consumption of alcohol in municipal parks and playgrounds prohibited-exceptions. (1) Except as specifically provided herein, it shall be a violation of this chapter for any person to consume and/or possess alcoholic beverages, beer or wine in municipal parks and playgrounds. The only exceptions are events with Board of Mayor and Aldermen-approved special event permits; events with Beer Board-approved temporary beer permits; events with a liquor license issued by the Tennessee Alcoholic Beverage Commission.

Section 2. That a new section be added to Chapter 3, Section 8-316, Temporary permits, which shall read as follows:

8-316. Temporary permits. Temporary beer permits may be issued to a nonprofit applicant at the request of the applicant upon the same terms and conditions governing permanent permits. Temporary permits shall be issued as one (1) of two (2) types:

(1) A single event permit. A single-event permit shall be valid for a maximum of three (3) days, with the actual number of days to be determined by the Beer Board based upon the information provided by the applicant.

(2) A multiple event permit. A multiple event permit may be issued for a fixed number

of events during a calendar year. The exact dates and locations of each event must be approved by the Beer Board at the time of issuance of the permit.

If the event covered by a temporary permit will be held on land not owned by the applicant, a written statement of approval from the landowner must accompany the temporary permit application. Such a temporary permit shall not allow the sale, storage or manufacture of beer on publicly owned property unless said applicant is a bona fide charitable or nonprofit organization and can show that the owner of the publicly owned property approves of the permit application.

Notwithstanding, § 8-313 and § 8-314 of the City of Bartlett Code of Ordinances, the Beer Board is authorized to place any and all restrictions it deems necessary on temporary permits, including, but not limited to, restricted hours of sale and limitations on the number of sale locations/stations or other time, place, and manner restrictions as deemed proper in consideration of minimum traffic interruption, public safety, health, welfare, convenience, peace or order. Temporary permit holders are prohibited from conduct or activities stated in § 8-310. The following provisions shall also apply to temporary permit holders:

(a) Temporary permits may be issued only to an applicant who intends to operate in a location that is temporary in nature.

(b) A temporary permit holder shall not be subject to the annual privilege tax or application fee of § 8-312 of the municipal code. There is hereby imposed an application fee as provided in the annual budget ordinance for applying for a temporary permit and all other provisions governing the issuance of a permit shall apply.

(c) The application for a temporary beer permit shall set forth the following information:

- (i) The name, address, and telephone number of the chairperson of the charitable or nonprofit organization seeking a temporary beer permit;
- (ii) The name, address, and telephone number of the person responsible for beer sales under the permit;
- (iii) The date and time when the event will be held;
- (iv) The hours which beer sales will be conducted during the event; and
- (v) The proposed location for beer sales.

Section 3. That Section 8-312, Beer permit and application fee required, be amended to read as follows: Upon filing of an application for a beer permit the applicant shall pay to the

tax clerk of the City of Bartlett an application fee as provided in the annual budget ordinance. Said fees are non-refundable.

Section 4. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: November 14, 2023

Second Reading: November 28, 2023

Third Reading: December 12, 2023

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/28/23 06:00 PM

Department: Public Works

Category: Proposal

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Bid for Emergency Restoration Services.

On October 4, 2023, an ad was placed in *The Daily News* for emergency restoration services. On October 26, 2023, the City of Bartlett received seven proposals, which were opened at City Hall.

Proposals were received from the following companies:

Landmark	Score- 83.88
Turnage	Score- 41.00
Service Master	Score- 32.25
Belfor	Score- 98.75
ServPro	Score- 49.50
BluSky	Score- 48.75
Revival	Score- 57.00

We recommend the bid be awarded to Belfor for a total score of 98.75.

Funds are available in Account 110.43400.125.

Thank you for your consideration.

							
	<i>Landmark</i>	<i>Turnage</i>	<i>Service Master</i>	<i>Belfor</i>	<i>ServPro</i>	<i>Blusky</i>	<i>Revival</i>
	RFP:FY2024-09-007 Emergency Restoration Services						
	(Minor weight=maximum score for each requirement (0 = did not meet requirement))						
Cumulative Totals for Evaluation Team							
CATEGORIES							
Totals							
Domino Moody	84.00	38.00	32.00	99.00	46.00	37.00	49.00
Jonathan Walker	83.50	60.00	32.00	98.00	67.00	64.00	70.00
Wil Simpson	88.00	34.00	33.00	99.00	38.00	57.00	63.00
Jon Noah	80.00	32.00	32.00	99.00	47.00	37.00	46.00
Highest Score Selected Vendor	83.88	41.00	32.25	98.75	49.50	48.75	57.00

October 26, 2023



**RFP #FY2024-09-007 Restoration Services for the
City of Bartlett**



Prepared by:



BELFOR Memphis
Adam Wigington, General Manager

1656 Shelby Oaks Drive, Suite 1

Memphis, TN 38134

Phone: 901.452.0251

24-Hour Emergency

Hotline: 888.452.1300

BELFOR Corporate Headquarters | 185 Oakland Avenue, Suite 150 | Birmingham, MI 48009 | 248.594.1144

Attachment: Belfour Contract (3450 : Emergency Restoration Services)



October 26, 2023
Mayor David Parsons
City of Bartlett, TN
6400 Stage Road
Bartlett, TN 38134

Re: City of Bartlett RFP # FY2024-09-007 - Emergency Restoration Services Citywide

Dear Mayor Parsons:

Thank you for this opportunity to submit the enclosed proposal for Emergency Restoration Services throughout the City of Bartlett. As the leader in property restoration for 77 years, you can count on BELFOR's extensive resources and depth of experience. Our team members have many years of performing Emergency Restoration Services for government entities throughout the State of Tennessee as well as for City and County municipalities all over the country.

BELFOR understands your critical role in the community and the importance of restoring operations as quickly and as safely as possible.

The responding office, BELFOR Memphis is a strong, resourceful and well-established office that has been providing restoration services in the area for 49 years.

Experience with Municipalities

For more than 70 years, BELFOR has helped small and large municipalities around the world in contents handling, mitigation and restoration. Working with elected officials, community leaders, and citizens, BELFOR can respond with swift action and a commitment to:

- Return things back to normal.
- Retain community confidence.
- Minimize economic disruption.

Experience with the State of Tennessee

BELFOR Memphis has been a trusted partner with the State of TN for years. In 2022 alone, we have mitigated water damage due to flood and freeze events; restored properties affected by fire damage, mitigated mold. BELFOR Teams have restored properties and contents to their pre-loss condition. We are proud of the work we have accomplished and look forward to extending this service to the City of Bartlett for many years to come.

We look forward to partnering with you!

Sincerely,


Chris Jones, CFO

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EXHIBIT A - Pricing Sheets is in a separate packet as required

Comprehensive Response

MINIMUM CONTRACTOR/PROPOSER/PROPOSER REQUIREMENTS

All Contractor/Proposers/Proposers must:

Experience

1. Have a least (5) years of previous experience in emergency restoration services.

BELFOR Memphis has over 49 years of experience in providing remediation, mitigation and restoration services in the Memphis area. Our experience includes restoring all types of properties, such as educational facilities, hospitals and clinics, managed residences, factories, personal residences, and municipalities.

This breadth of knowledge has made us leaders in the restoration field. As a full-service restoration contractor, team members focus on the best solution for each project, knowing that the method of recovery is not influenced by a particular service line. The timeliness of our initial response and the ability to fast-track any size project equates to an overall smaller loss and minimal property disruption.

2. Document experience in providing services to organizations of similar size.

BELFOR Memphis has worked with many surrounding municipalities as well as the State of Tennessee on numerous losses. We understand the criticality of restoring state and municipal properties in the most safe and effective manner possible.

3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.

BELFOR maintains adequate licensing, bonding capacity, and insurance coverage in all areas, allowing BELFOR to perform work in compliance with all state and federal regulations. BELFOR also adheres to other various requirements as mandated by both OSHA and the Department of Environmental Quality i.e. lead, asbestos, hazardous materials. All insurance certificates, bonding capacities, and licenses are available for review.

Federal, state, and local licensing and regulatory compliance is assured through the BELFOR corporate licensing team, the BELFOR safety team, and through oversight by our insurance carrier. Licensing addresses codes, ordinances, and statutes throughout the country. Safety provides OSHA, EPA, and other regulatory training. Safety also monitors state and federal regulatory agencies and implements prompt changes. Insurance provides periodic risk surveys and compliance recommendations at our facilities and our projects.

Refer to the **Attachments** section for the following licenses:

- Tennessee General Contractor 00048920
- IICRC Certification

Qualified Staff

4. Have sufficient, competent and skilled staff to perform the Services as required.

BELFOR's core response team has the resources, experience and expertise to perform any mitigation, remediation, and restoration projects required by the City of Bartlett. The key contacts are:

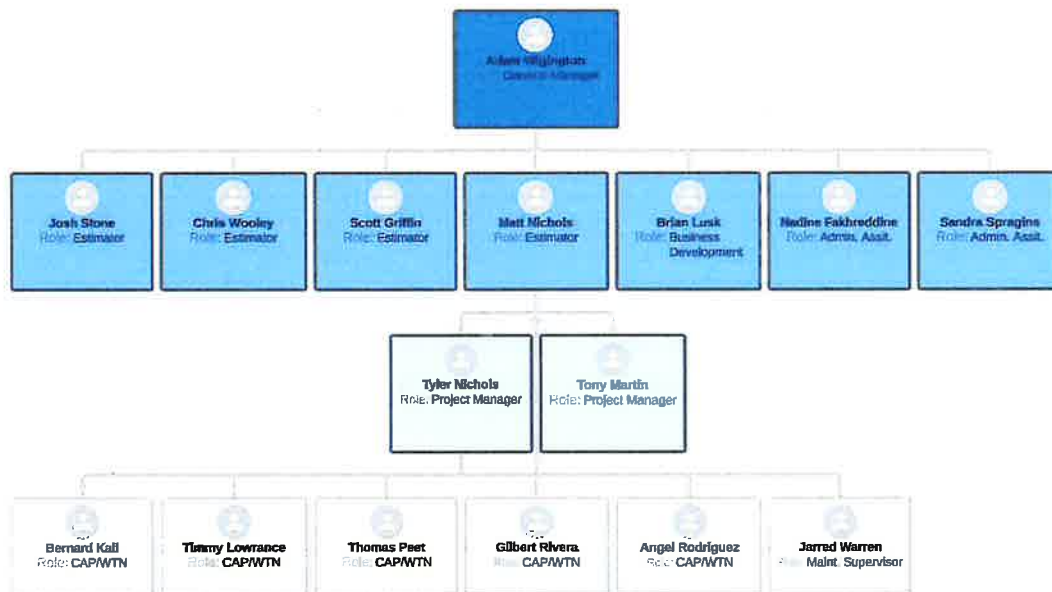
Adam Wigington, General Manager
Brian Lusk, Business Development Manager
Josh Stone, Estimator

Please refer to the Memphis Team Organizational Chart and individual bios on the following pages.



Attachment: Belfor Contract (3450 : Emergency Restoration Services)

BELFOR Memphis - Organizational Chart





ADAM WIGINGTON
Regional Manager
General Manager – BELFOR Memphis

PROFESSIONAL EXPERIENCE

Adam joined BELFOR USA in 2007, and has more than 30 years of experience in the construction and restoration industry. He is currently the General Manager BELFOR's Memphis office. His geographic area of responsibility includes Tennessee, Arkansas and Mississippi.

Mr. Wigington is responsible for overseeing the daily operations, personnel, equipment and buildings, project managers, monitors job progress, and review of accounts receivable and payables.

As a General Manager having the expertise of both Residential and Commercial Construction has paved the way for his expert oversight of multi-million dollar jobs.

NOTABLE PROJECTS

Throughout his BELFOR career, Adam has been involved in many large scale projects, including the most notable listed below:

- 2004 – 2007 | Pro-Craft Construction Service LLC, Adam was a commercial and residential general contractor specializing in insurance restoration.
- 1999 – 2006 | Sibley Services LLC. Adam specialized was an estimator and project manager on residential property reconstruction.
- 1994 – 1999 | ServiceMaster Construction Services, Adam was a commercial and residential general contractor specializing in insurance restoration.
- 1990 – 1994 | Metro Construction LLC., Adam estimated and ran residential and commercial jobs specializing in commercial hospital and historic restoration.

ACCREDITATIONS & CERTIFICATIONS

- Certified Lead Renovator



BRIAN LUSK

Business Development Manager – BELFOR Memphis

PROFESSIONAL EXPERIENCE

Although new to BELFOR, Brian has substantial marketing and project management experience in multi-property projects. Brian's experience as a business owner gives him the unique insight of knowing what clients experience during a loss. His industry knowledge and client communication skills to build relationships across industries. His goal is to earn his client's trust in BELFOR's property restoration capabilities.

NOTABLE PROJECT EXPERIENCE

Brian has been involved in many large projects over the last 5 years, including some of his most notable projects listed below:

- 2022 - Partner of a real estate investment and development firm
- Project Management - Oversee all Renovations. Work with the Propono team and vendors/contractors to plan and execute each renovation on time and on budget
- Renovated over 20 properties including commercial, historical, multifamily, and single family properties
- Experience with multiple ground up construction projects including industrial/flex properties, retail properties, and office properties

JOSH STONE

Estimator– BELFOR Memphis

PROFESSIONAL EXPERIENCE

Josh joined BELFOR in 2019 in the role of Estimator. He has over 20 years' experience in the industry, including the role of Home Improvement Production Manager. As an Estimator, he is typically one of the first BELFOR personnel responding on site to evaluate the extent of the damage. He is skilled at determining the manpower and equipment necessary to stabilize the property while working with the rest of the response team and the client's key personnel to develop a full scope of damages and timeline for recovery.

TRAINING AND ACCREDITATIONS

Training in:

- Lead Paint abatement
- Fire Restoration,
- All Repairs
- Ground up construction

Certified In: -

- Asbestos
- Roof Inspections
- Mold
- Bio Clean Up

Water Mitigation

AREA-WIDE CAT EXPERIENCE

- 2022 - Hurricane Ian
- Tornadoes throughout Florida
- Cooper Tire
- Delfield Manufacturing
- UCH Properties

Equipment

5. Have the necessary equipment to perform the Services as required.

BELFOR Memphis has an approximately 50,000 sf warehouse full of extensive equipment to perform emergency response, restoration and reconstruction projects in their area. For example, we have over 400 fans, dehumidifiers, portable extractors and more.

In addition to local resources, BELFOR has strategically developed a mobile fleet of response vehicles for rapid deployment anywhere additional resources are needed.

Mobile response vehicles include:

- **75 Mobile Warehouses** – 53' tractor-trailers full of auxiliary drying equipment.
Each trailer holds: 150-Air Movers, 40-Dehumidifiers, 3-Negative Air Machines, 2-Flood Pumpers, 4-Hepa Vacs and 2-Trash Pumps
- **18 National Extraction Trucks**
- **14 tractor-trailers** (in addition to hundreds of smaller trucks and vans) which may be dispatched for document transportation services
- **6 diesel-powered refrigerated trailers** that can be utilized as needed to pack and freeze wet paper materials
- **7 Mobile Vacuum Freeze Drying Chambers** – for on-site vital records recovery
- **4 Mobile 18,000 CFM HEPA Filtration Trailers**
- **2 Mobile Electronics Restoration Labs**
- **2 Mobile Command Centers** – May be dispatched for catastrophe operations. Each generates their own power and has dedicated satellite towers and dishes, 32 workstations, computer systems, internet access, and video conferencing.
- **Over 2,600 vehicles in the U.S. fleet alone**

6. Be an equal employment opportunity employer and abide by Title VI guidelines.

BELFOR is an equal employment opportunity employer. We hire, promote, and take all other personnel actions without regard to race, color, sex, religion, national origin, citizenship, disability, age, military service connection or any other legally prohibited basis. We provide reasonable accommodation to the known mental and physical limitations of disabled applicants and employees, and accommodate the religious beliefs and practices of our employees, provided that such accommodations do not cause undue hardship upon BELFOR.

BELFOR will not discriminate against any employee or applicant for employment because of the employee or applicants' race, color, sex, religion, national origin, citizenship, age, military service connection, physical or mental disability, other protected status or because he or she is a Covered Veteran (a disabled veteran, a veteran who served in a war or in a campaign or expedition for which a campaign badge was issued; a recently (within three years) separated veteran; or a veteran who holds an Armed Forces Service Medal) in regard to any position for which the employee or applicant for employment is otherwise qualified.

Consistent with its obligations as a Federal contractor, BELFOR will take affirmative action to employ, advance in employment and otherwise treat women and minorities, disabled individuals and Covered Veterans without discrimination based upon their sex, race, color, national origin, citizenship, disability or veteran status in all employment practices. BELFOR will recruit, hire, train and promote persons in all job titles, and ensure that all other personnel actions are administered, without regard to sex, race, color, national origin, citizenship, disability or veteran status; and ensure that all employment decisions are based only on valid job requirements.

7. Provide proof of current insurance requirements (**MANDATORY**).

Please refer to BELFOR's Certification of Insurance in the **Attachments** section.

8. Sign and enclose the Public Acts 109 Form (Exhibit D). Understood and agreed. Refer to Exhibits section.

Project Approach

Although all emergencies, all responses, and all recoveries are unique, the following are some common issues, procedures, and expectations of perhaps a typical event.

24/7/365 Emergency Dispatch

To activate an emergency response, The City of Bartlett personnel will call the BELFOR's in-house Call Center at 800-856-3333, which is answered 24/7/365 by BELFOR employees.

After a few initial questions, the caller will be connected directly with an on-call manager in the nearest BELFOR office to the loss, who can immediately dispatch manpower and equipment to the emergency scene. Simultaneously, Brian Lusk, Account Manager, will be alerted.

Response and Initial Assessment

Responding emergency crews come prepared and equipped to implement immediate security measures, such as board-ups or shrink wrap for exposed areas, perimeter fencing, locks, lock in-out procedures, etc.

From the very beginning, the project is a collaborative effort between BELFOR responders / Project Managers and The City of Bartlett's emergency team. Initial on-site meetings and walkthroughs take place to make a preliminary assessment of needs for manpower, equipment, safety, accessibility, badging, priorities, etc.

A loss assessment of the structure and specific damage types will be performed using standard procedures established by the Institute of Inspection Cleaning and Restoration Certification (IICRC).

- IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration
- IICRC S520, Standard and Reference Guide for Professional Mold Remediation

Members of BELFOR's National Technical Services team contributed expertise to both of these IICRC standards in use today.

- Fire Damage - Source of fire, materials burned, duration burned, suppression materials implemented
- Water Damage - Source of water, categorization of water type, amount and duration of water

As crews perform emergency mitigation procedures to stabilize the impacted facility, a walk-through with BELFOR team leaders and designated City of Bartlett personnel will take place to begin development of a full scope of damages.

Each event is evaluated to determine what is best for the type of facility impacted, type of peril, the type of operations unit affected and how best to minimize operational disruption.

BELFOR team leaders will confer with the City from the outset to refine scope, decide on the approach that makes the most sense for that site and event, and develop a scope and timeline.

Using information gathered from the initial walk through, the Project Manager will begin to develop the following:

- Scope of damages write up
- Statement of work
- Priority Dry out Items
- Relocation and work sustainability of Plant / Office personnel
- Schedules and work hours
- Number of personnel needed

- Amount and type of equipment needed
- Temporary needs, i.e. facilities, utilities, climate controls, roof covers, etc.
- Parking
- Preliminary budget, to be updated weekly

The following key roles will be assigned as needed:

- Senior Project Manager
- Project Manager
- On site safety officer
- Preliminary Estimator
- Reconstruction Supervisor
- Restoration/ Water Supervisor
- Contents Supervisor
- Crew Leaders
- Moisture Mapping Technician
- Electronic, Machinery, Documents or HVAC Recovery Technicians

The collection of this preliminary data may include a thorough onsite inspection using: environmental assessments, temperature / humidity evaluations, moisture content instrumentation, air quality evaluations, particulate contamination, fungal and bacterial assessments, interviews with the City of Bartlett's emergency team, Environmental Health & Safety (EH&S), Plant supervisors, Facilities Supervisors, Office managers. Collection may require a review of drawings, schematics of the structure, tools, production lines, server rooms, offices documents, computer equipment, office FF&E, etc. After analyzing this collected information, a standard for the City of Bartlett's goals, expectations, required temperature/humidity levels, moisture levels, cleanliness, etc. will all need to be established.

Emergency mitigation plan will be formulated to include:

- Identify and evaluate health, safety, and risk issues
- Establish very specific Priorities of the City of Bartlett and affected properties
- Determine protection levels for contents and equipment
- Determine the extent of moisture intrusion
- Assess structural materials
- Evaluate the HVAC systems
- Establish drying goals
- Establish Power requirements/ Limitations
- Determine the overall scope of the mitigation process
- Based on this data, structural drying can begin.

Emergency mitigation procedures may include:

- Secure the building (board-up, fencing, roof cover, security)
- Isolate and contain environmental Issues

- Hazard Identification and mitigation
- Asbestos and lead testing per UBC, EPA and OSHA requirements
- Smoke ventilation, if applicable
- Water extraction
- Implement humidity & temperature controls
- Structural drying & dehumidification
- Winterization
- Identify & isolate utilities
- Identify structural issues (shoring, EMS Construction, Electrical, Plumbing, debris removal)
- Remove or protect HNW assets (block furniture, pack out art, electronics, valuable papers)
- Shrink wrap items
- Corrosion control (electronics)
- Isolate damaged areas & restrict access

Construction emergency services may include:

- Identify structural issues (failures, shoring, securing)
- Engage engineering/ architectural/ City/ County IOR's
- Immediately erect temporary barriers to protect and isolate undamaged areas
- Safe-off MEP (Mechanical, Electrical, Plumbing)
- Build temporary entrances, ramps, stairs, for safe access
- Roof structure, roof tarping, Glazing, Store fronts, Doors, etc.
- Emergency reconstruction of framing, drywall, painting, flooring
- Emergency TI/ Remodel of off-site temporary offices, plants, quarters

BELFOR Environmental Services Division can:

- Address environmental issues (e.g., asbestos, PCB, HG, Silica, Bio-Haz, Haz-Mat, Radiological contamination, etc.)
- Retrieve contents from highly contaminated areas

Project Manager will begin and continue walking site to ensure quality control of the following:

- Assigned personnel
- All established safety procedures including signage
- Traffic control
- Contents Manipulation

In addition, the Project Manager will begin formalizing a complete estimate.

As the project evolves and continues through completion, meetings will continue with designated City personnel to ensure consistency in estimated costs, quality and progress.



Upon completion - final walk-thru to establish punch list items complete and receive signature on "certificate of work complete".

COST AND FEES - Refer to separate Pricing Sheet (Exhibit A)

Please refer to BELFOR's Pricing Sheet, Exhibit A, attached separately, as requested.

REFERENCES

Please refer to BELFOR's References Sheet, Exhibit C, attached.

OTHER REQUIRED FORMS

Please refer to the Drug and Alcohol Testing Affidavit, Exhibit B, attached.

Please refer to the Public Acts 109, Exhibit D, attached.

SCOPE OF WORK

The City Requires management, recovery, and consulting services related to storms, disasters, and other events requiring extraordinary restorative efforts.

Response Time - Water Damage

In the event of a loss, City personnel will call the BELFOR's in-house Call Center at 800-856-3333, which is answered 24/7/365 by BELFOR employees. Call center staff will gather some initial information and immediately notify your Account Manager. Due to BELFOR Memphis' proximity to City offices, our response time is within 1-2 hours or less.*

* On-site response times represent normal circumstances. These may be longer in the case of unforeseen circumstances beyond our control such as airport and/or road closures, restricted travel, damaged infrastructure, imposed curfews, traffic congestion/accidents, etc. If our teams cannot meet these marks for whatever reason, then they are instructed to let the on-site contact as well as the account managers know their approximate arrival time.

Maybe we could delete the asterisked statement since you are so close to city offices?

Water Damage Restoration

BELFOR protocols and procedures are based on the IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration. Our trained personnel can respond and mitigate moisture in any type of facility, from residential to commercial, school, high rise to hospital or manufacturing facility.

Emphasis in our emergency response is on safety and immediate mitigation procedures to minimize property damage. These include:

- Risk management and hazard identification (including asbestos)
- Discover and eliminate the source of the water
- Water extraction
- Furniture blocking and manipulation of other contents out of harm's way
- Pad removal (if necessary)
- Application of antimicrobials
- Measuring moisture levels in structural areas (walls, ceilings, floors)
- Rapid reduction of humidity and stabilization of temperature

Removing standing water from the environment to stabilize conditions is an immediate goal upon arrival at a disaster scene. BELFOR teams are trained and highly adept at tracking hidden moisture to avoid long-term, undetected water damage problems and mold issues. Infrared cameras help ensure effective moisture detection.

Proper water damage restoration involves moving and securing contents, extracting excess physical water, identifying affected structural materials (walls, floors, ceilings) using moisture sensing/detection equipment, establishing target drying goals and installing necessary drying equipment.

Our crews employ effective drying methods based on the science of drying. Psychrometrics weighs all pertinent variables, establishes goals and determines how best to recognize and document goal- attainment. Calculating the accurate amount, type and size of equipment needed, placement of same and number of air exchanges

in a facility is crucial to rapid drying, minimizing property damage and avoiding complications from mold. BELFOR utilizes the most sophisticated dehumidification and monitoring equipment in the industry, along with highly-trained personnel to provide effective results and eliminate environmental concerns. Structural drying is very site-specific and one size never fits all.

A moisture map is developed in the initial response. Daily inspections are performed to assure drying efficiency. BELFOR maintains drying logs throughout the project to monitor moisture content and psychrometric conditions. No drying is complete until Equilibrium Moisture Content is attained. Photo documentation is provided on every project.

BELFOR owns the largest fleet of dehumidification equipment the USA. Beyond the extensive inventory warehoused in all of our offices around the country, thirty (30) mobile warehouses of auxiliary equipment are available for dispatch anywhere around the country. Each holds over 200 additional pieces of drying equipment.

An exclusive agreement with Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world - gives us immediate access to additional equipment and specialty equipment beyond our own capacity. Per our agreement, BELFOR is the only restoration company Aggreko may supply. This is especially beneficial during regional or national catastrophes when resources elsewhere are depleted.

Category 3 Water Losses

Flood water and sewage losses are both Category 3 water losses. Due to the health and safety concerns for occupants, these projects require additional steps, including:

- Identify structural components that need to be removed and disposed
- Set up critical barriers to prevent cross contamination
- Install HEPA filtered air scrubbers to clean ambient air and applying sanitizing chemicals

Whenever possible, sewage is returned back into the sanitation system of origin. In Category 3 water losses, porous items are not salvageable. However, semi-porous items of value are analyzed further to determine restorability. Every situation and client is different, so this is determined on a case by case basis.

Mold Remediation

Response Time

As a with Water Damage event, response time is immediate by phone. Your assigned Account Manager will be notified immediately and be on site for assessment and preliminary scope creation within 1-2 hours.*

BELFOR offers comprehensive mold remediation service, bringing vast experience, leadership and sensibility to the process. BELFOR technicians bring trained expertise to every mold remediation project, including: strategic response, proper assessment, engineering controls, remediation barriers, state-of-the-art equipment, risk-specific protocols, measured results, and highly-experienced remediation teams.

Our Standard of Care is a combination of the IICRC S520 (Standard and Reference Guide for Professional Mold Remediation) and the City of Bartlett's standards. Members of BELFOR's National Technical Services Division are leaders in the industry and helped author the current IICRC S520 Standard in use today.

BELFOR Teams are trained to identify all instances of mold; even when hidden by cabinetry or carpet



Remediation projects consist of the following:

- Establishing engineering controls (through poly containments and HEPA-filtered negative air machines)
- Removal and disposal
- Evaluation and cleaning of contaminated materials and surfaces using specific anti-microbial products
- HEPA vacuuming

Workers on mold remediation projects are required to wear the proper PPE for the level of project to be performed. This includes full-face respirators, Tyvek suits and latex gloves. They must also pass a physical exam and be fitted for respirators at time of hire.

For mold remediation projects in commercial environments, airborne contaminants are often pulled into air ducts, creating an ideal breeding ground for mold, bacteria, fungi and other microbes. BELFOR is able to provide duct cleaning services independently or as part of a restoration project, as needed.

BELFOR teams often work according to a protocol developed by a third-party Industrial Hygienist, who will also perform a clearance test when the project is complete to determine that project goals were met.

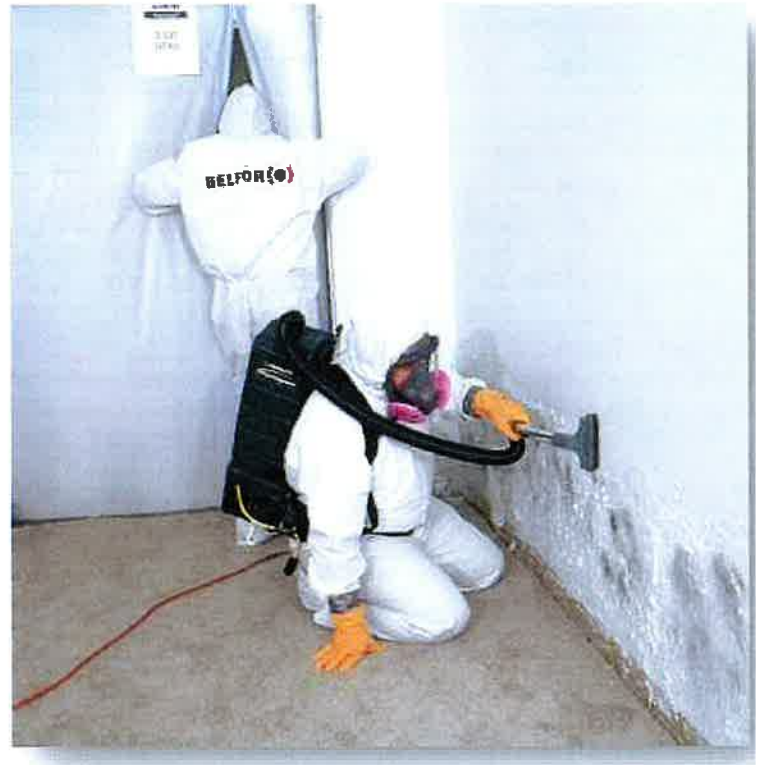
Communications Requirements

Every client has different communication requirements and your BELFOR Account Manager, Brian Lusk, will design a communication plan tailored to your needs. Report types and frequency desired by the City of Bartlett will be stipulated in the Standard Operating Procedures (SOP) we will develop with you at the inception of your account.

Project Management

Key personnel on each project will be in at least daily communications with the City of Bartlett on-site emergency response team and/or any oversight team located elsewhere. Most jobs have daily meetings to discuss objectives for the day and to review items accomplished, issues encountered and items completed. This is done at least once per day and on some large complex jobs, there are multiple meetings. The structure is flexible enough to allow for effective communication regardless of the size or complexity of the job.

On a project-to-project basis, BELFOR project managers will provide timely reporting on labor, equipment, supplies and status to designated City of Bartlett personnel, or an assigned consultant. This typically includes daily email reports detailing what was accomplished on the project that day, challenges encountered and tasks assigned for the following day. In addition to the written narrative of the work description, reports may include other relevant data, e.g., photographs, sketches of locations where materials were removed, and periodic moisture measurement data.



If contents are being restored, reports will be generated that allow the City of Bartlett to review the details in Excel, which will be uploaded and updated on a regular basis. The condition, status and location of each item (including when and who cleaned it) can be determined at a glance.

Reporting

Specialized reporting can be produced as requested by the client and may be generated from several components. Along with traditional human controls, client specific reports (Xactimate scopes, MS Project work schedules) may be created.

All of our paperwork is designed to be audited. Project Managers are familiar with the documentation and reporting requirements of insurance companies and government agencies such as FEMA. We further welcome inspections and audits (scheduled or unscheduled). BELFOR makes every effort to work with our clients to verify the accuracy of all invoices.

Your Account Manager can provide a summary based on feedback obtained after each loss, of how well the responses and projects went for the City and any areas for improvement.

Report types may include:

- Daily Progress Reports
- Project Schedules
- Project Estimates
- Project Invoices Daily Progress Reports
- Project Schedules
- Project Estimates
- Project Invoices

Customized Reporting

Beyond daily reporting on each project, quarterly and annual reports with specified data can be generated as requested. Debriefings after every project allow the Account Manager to implement needed process improvements prior to the next response

Custom annual reports can be generated for the City Bartlett from our BELFOR Compliance System, detailing any of the following:

- Date of Loss
- Entity
- Contact name and information at Entity
- Address of the loss
- Type of loss
- Assigned BELFOR key personnel
- Contract Amount

Documentation

All of our paperwork is designed to be audited. Project Managers are familiar with the documentation and reporting requirements of insurance companies and government agencies such as FEMA. We further welcome inspections and audits (scheduled or unscheduled). BELFOR makes every effort to work with our clients to verify the accuracy of all invoices.

Expertise in cleaning all types of materials

Carpet Cleaning - Water/Sewer Damage and Related Situations

Since 90% of restoration projects include water damage, BELFOR teams frequently need to clean affected carpets. Standard carpet cleaning and disinfecting can typically be done for Category 1 water losses where clean water was released, although the carpet padding will often be replaced.

For Category 2 water losses involving grey water (fish tanks, dishwasher and coffee water lines), the decision to restore versus replace is determined on a case by case basis, determined by the water source and gross contaminant load. If the carpet can be salvaged, disinfection may need to be done on both sides of the carpeting to ensure cleanliness.

For Category 3 water losses involving black water (flood waters, sewage, etc.) carpeting is typically replaced due to gross contaminant load.

Hard Flooring Cleaning

BELFOR has extensive experience in cleaning and repairing all types of flooring. Damaged hard flooring is typically dried, then repair or replaced as requested. Prior to replacing flooring, we ensure the sub-flooring is properly dry ready for new flooring installation.

Other Requested Services

Upholstery

Approx. 60% of the textiles and garments coming out of a property damaged by fire or water will get wet-cleaned or laundered. In the dry cleaning process, there is a solvent being used. A two-bath dissolution system is used because we're dealing with a higher level of contaminant than a corner dry cleaner typically handles. BELFOR maintains relationships with professional dry cleaners that specialize in restoration processes.

Reconstruction

BELFOR is unique in that as a full-service restoration contractor, we are also General Contractors. We perform our own reconstruction services, decreasing the cost of hiring and managing a third party. All work is held to our high standard of excellence.

Heavy Duty cleaning when required

In commercial environments, cleaning the air delivery system is a vital step after major restoration projects to prevent re-contamination of cleaned areas and to extend the life of the mechanical systems. As a policy, all BELFOR commercial mold/fire projects require the HVAC mechanical systems to have a complete internal assessment conducted to understand the impact and extent of the event. This reduces BELFOR's liability and helps determine how to structure final clearance for the building. This is

especially the case with microbial projects because several States now require this by law.

Effective duct cleaning removes soot and construction dust, as well as mold, bacteria, fungi and other microbes. It is often a critical step to eliminating odors and ensuring the environment is safe for building occupants. BELFOR is qualified to service Commercial type 1 and type II Systems, which includes direct expansion or chilled water systems and typical residential HVAC systems. We are qualified to repair, replace, clean or decontaminate, reinsulate, including normal maintenance procedures.

DUCTZ is a national air duct restoration and cleaning company owned by BELFOR, that has been performing HVAC assessments and remediation for 29 years. As part of a restoration project or as a stand-alone service to clean and decontaminate the ducts in your building, we can provide these services to clients directly.

Quality Control Plan

In all that we do, BELFOR remains keenly aware of our responsibility towards our clients, our employees and the environment. It's not only what we do that's important, but how we do it.

The foundation of BELFOR Quality Control is the development and testing of processes, equipment and procedures, followed by in-depth training of project staff, monitoring of results and modifying the procedures as needed in an ongoing cycle. Our commitment to best practices, development of technology, use of equipment, and recovery techniques meets or exceeds industry standards and guidelines.

Project expectations are determined by industry standards, client specifications, municipal building codes and regulations. Documentation is key and we are driven by the commitment to provide our clients with the highest service value for their recovery dollars spent.

All BELFOR equipment is cleaned, tested and verified after project use and prior to being restocked. Tested equipment is logged and tracked. If equipment is not mobilized for an extended period, it is taken out of stock, re-verified, logged and then placed back into stock ready for deployment.

The BELFOR Technical Support team (comprised of PhD chemists and other technical professionals) tests all our various cleaning agents, ensuring that they meet the specific needs for the required cleaning and decontamination activities. Training on the correct usage of these products is received by the BELFOR project staff. The Technical Support Team is available to field questions about their use in the field. Their extensive knowledge of their effect on various structural components, building materials, and on property contents allows them to direct the project team on the correct usage for each individual application.

Processes and procedures are pre-tested by the BELFOR Technical Support group to ensure that projects in the field do not require hit or miss procedures. New methods and procedures are in constant development to stay on the cutting edge of technology.



EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND
AFFIDAVIT

Comes, Chris Jones for and on
(Printed name of Principal Officer of Company)

behalf of BELFOR USA Group, Inc., (The
"Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Chris Jones

Signature (Principal Officer)

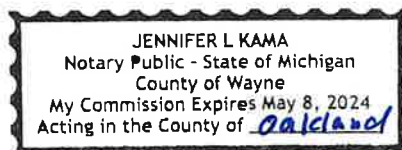
CFO

Title:

Sworn to and subscribed before me, a Notary Public, this 26 day of
October, 2023.

Jennifer L. Kama
Notary Public

My Commission Expires: May 8, 2024



Attachment: Belfour Contract (3450 : Emergency Restoration Services)

REFERENCES

EXHIBIT C

BELFOR USA Group, Inc.

 Company Name (Proposer/Contractor/Proposer)

References for three municipalities:

1. Reference Name: Remediation project of Town Hall and Fire Dept. due to freeze.

Municipality Name: Town of Arlington

Contact Name: Brittney Owens

Address: 5854 Airline Rd. P.O. Box 507 Arlington, TN 38002

Phone: 901.867.2620 Email: bowens@townofarlington.org

2. Reference Name: Field house Repair

Municipality Name: Hardeman County Schools

Contact Name: Randy Hill

Address: 10815 Old Hwy 64 Bolivar, TN 38008

Phone: 731.609.1973 Email: hillr4@hcsedu.org

3. Reference Name: Numerous remediation and restoration projects over the last 12 months

Please refer to the next page for detail.

Municipality Name: State of Tennessee - Department of General Services, Central Procurement Office

Contact Name: Jamie Fohl

Address: 312 Rosa L Parks Ave., 3rd Floor, Nashville, TN 37243

Phone: 615.741.9972 Email: jame.fohl@tn.gov

Note: This Qualifications & References sheet must be returned with the Proposal.

EXHIBIT D

PUBLIC ACTS 109

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

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

BELFOR USA Group, Inc.

Company Name
(Proposer/Contractor/Proposer)

Print Name Chris Jones

Signed Chris Jones

Title CFO

Subscribed and sworn before me this 26 day of Oct 2023.

Signed Jennifer L. Kama Print Name Jennifer L. Kama

Title Notary

My commission expires: May 8, 2024.

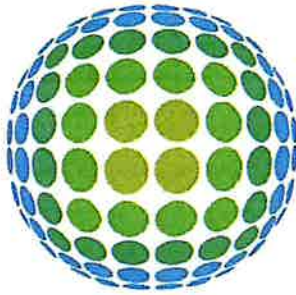
NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.



Attachment: Belfour Contract (3450 : Emergency Restoration Services)



ATTACHMENTS

**IICRC®**Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

BELFOR PROPERTY RESTORATION - BELFOR USA GROUP

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

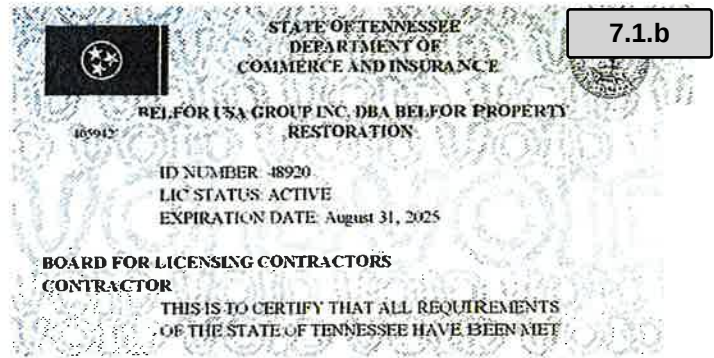
Carey Vermeulen
Chairman of the Board of Directors

213634

Company #

12/31/2023

Valid Through



BELFOR USA GROUP INC. DBA BELFOR PROPERTY RESTORATION
185 Oakland Avenue
BIRMINGHAM, MI 48009





CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/16/2023

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

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

PRODUCER Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Belfor USA Group, Inc. dba Belfor Property Restoration 185 Oakland Ave, Suite 150 Birmingham MI 48009 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance Company		26387
	INSURER B: ACE American Insurance Company		22667
	INSURER C: AIG Specialty Insurance Company		26883
	INSURER D: ACE Property & Casualty Insurance Co.		20699
	INSURER E:		
INSURER F:			

COVERAGES
CERTIFICATE NUMBER: 570100038811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:			HDOG47324075	07/01/2023	07/01/2024	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H10715763	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION			XEUG7153974A005	07/01/2023	07/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRCS0700513 AOS - OH - WA Stop Gap SCFC5070063A WI	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O - Miscellaneous Professional-Primary			EOC957679601 Professional/claims Made	07/01/2023	07/01/2024	Ea. Claim / Aggregate \$5,000,000

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

CERTIFICATE HOLDER
CANCELLATION

Belfor USA Group, Inc. dba Belfor Property Restoration 185 Oakland Ave., Suite 150 Birmingham MI 48009 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD®

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Belfor USA Group, Inc.
POLICY NUMBER See Certificate Number: 570100038811		
CARRIER See Certificate Number: 570100038811	NAIC CODE	EFFECTIVE DATE:

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Attachment: Belfour Contract (3450 : Emergency Restoration Services)

Exceptions to City of Bartlett's Request for Proposal #FY2024-09-007

BELFOR USA Group, Inc. ("Contractor/Proposer") agrees to the terms and conditions within City of Bartlett's (the "City") RFP, subject to the following exceptions:

Section(s)	Change(s)	Reasoning
Section VII(B), General	<i>Add the following at the end of the first and second paragraph:</i> "Notwithstanding the foregoing, Contractor/Proposer will use best efforts to comply with this response requirement. It is understood that Contractor/Proposer may not be able to strictly comply for a variety of reasons."	In the event of a catastrophe or times of increased demand, Contractor/Proposer may not be able to respond (and/or act) in accordance with the provided timeframes. Contractor/Proposer will use, however, best efforts to comply with the timelines.
Section VIII(A)(4), Termination or Abandonment	<i>Belfor request the following modification:</i> "In the event of such termination, the Contractor/Proposer shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date, plus any termination damages, including but not limited to, subcontractor termination fees, material termination fees, and demobilization costs. "	Belfor should be entitled to demobilization costs and termination fees if services are terminated early. Otherwise, Belfor will be paying for these unanticipated costs 'out of pocket'.
Section VIII(A)(8), Employment of City Workers	<i>Omit</i> "or have been". <i>Insert</i> "This requirement does not prohibit Contractor/Proposer from hiring any employee of the City that applies for employment with Contractor/Proposer without the Contractor/Proposer directly soliciting the person's employment."	Contractor/Proposer is a large, multi-billion dollar company that operates in almost every State. As such, we are unable to ensure compliance with the non-solicitation clause if the employee responds to a general, public posting. That said, we will not directly solicit the employment of these persons.
Section VIII(A)(22), Warranty	<i>Insert:</i> "Insert "Notwithstanding anything to the contrary, Contractor/Proposer does not provide an express nor an implied warranty for emergency services or mold remediation, and disclaims the implied warranties for workmanlike construction, habitability, fitness for a particular purpose, and merchantability, though this disclaimer does not excuse Contractor/Proposer from its obligation to perform such services in a good and workmanlike manner under the circumstances and pursuant to industry standards. For remediation work, the City understands that the presence of hazardous materials may not be apparent from Contractor/Proposer's visual inspection and that Contractor/Proposer recommends that they follow industry standards by retaining an industrial hygienist ("IH"). If Contractor/Proposer performs the work under the IH's protocols, the work is complete upon IH's clearance testing (which the City will provide a copy of such IH report to Contractor/Proposer) and	Contractor/Proposer is not an industrial hygienist, and does not perform such services. As such, the City should either have a certified employee or contractor provide industrial hygienist services. Contractor/Proposer will rely upon industrial hygienist protocols and clearance testing.

Attachment: Belfor Contract (3450 : Emergency Restoration Services)

	Contractor/Proposer will have no subsequent liability whatsoever for future mold growth or the presence of other hazardous materials. The City assumes all risk and liabilities and shall defend, indemnify, and hold harmless Contractor/Proposer for any and all claims that the hazardous materials were not fully remediated, the property was not safe for occupation, personal injury, death, property damage, and any claims arising out of the City's decision to not retain an IH or at the request of the City and against the recommendation of Contractor/Proposer, for Contractor/Proposer to perform the remediation work against industry standards.	
Section VIII(B)(1), Responsibilities For Claims And Liabilities	<i>Replace all of (a) with the following: "To the fullest extent permitted by law, Contractor/Proposer shall indemnify and hold harmless the City, and the City's officers, directors, members, and employees ("Indemnities"), from all claims for bodily injury, death, and property damage (including reasonable attorney fees and court costs and expenses) that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of Contractor/Proposer, its subcontractors, or anyone employed by either one of them for whose acts they may be liable. Contractor/Proposer shall be entitled to reimbursement of any defense costs paid above Contractor/Proposer percentage of liability for the underlying claim to the extent provided for by the subsection below.</i> <i>Omit "save", and "assigns, and instrumentalities" from (b).</i> <i>Add to the end of (c) " , except to the extent attributable to the fault and/or negligence of the City or any party under its control."</i> <i>Omit "immediately" from (f).</i>	Belfor will not take responsibility for any claim, judgement or settlement that is attributable to the City's fault and/or negligence.
Section VIII(B)(2), Insurance Requirements	<i>Please be aware that BELFOR carries a separate Contractors Pollution Liability policy and a separate Professional Liability policy.</i> <i>Omit "Certificate of Insurance shall indicate that these individuals are covered."</i>	
Section VIII(C), Right to Monitor and Audit	<i>Modify as follows: "Access To Records. During all phases of the work and services to be provided hereunder the</i>	

	Contractor/Proposer agrees to permit duly authorized agents and employees of the City to enter Contractor/Proposer's offices for the purpose of inspections, reviews and to audits records reasonable necessary to verify the accuracy of invoices during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor/Proposer will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof, copies of said records to be furnished if requested."	
N/A	<i>Notwithstanding anything to the contrary, Contractor's rate sheet (which is attached to its bid) will determine the cost and pricing of Contractor's services. Anything to the contrary (e.g., clauses detailing markup caps, overtime hours) is deemed null and void.</i>	Belfor will bill for its services, equipment, and materials in accordance with the agreed upon rate sheet.

*For the purposes of these exceptions, the term "sentences" does not include section headers.

EXHIBIT A

PRICING SHEETS

(Must be in separate sealed envelope within the response packet)

[illegible]

Attachment: Belfor- Pricing Sheet (3450 : Emergency Restoration Services)

Signatures on Pricing Sheet, page 2.

8
Initials page 1

PRICING SHEET, page 2

BELFOR USA Group, Inc. Brian.lusk@us.belfor.com
CONTRACTOR/PROPOSER/NAME OF FIRM EMAIL

185 Oakland Avenue, Birmingham, MI 48009 248.594.1144
ADDRESS PHONE

Chris Jones Chris.jones@us.belfor.com
AUTHORIZED REPRESENTATIVE EMAIL
(Signature – Required) (Print)

Chris Jones 10.26.23
AUTHORIZED REPRESENTATIVE DATE
(Print name)

Please refer to the following pages for
BELFOR's 2022 Rate Schedule.

**BELFOR proposes a 3.5 percent discount on
the labor and materials.***

Attachment: Belfor- Pricing Sheet (3450 : Emergency Restoration Services)

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)
Effective Date: January 2022

BELFOR
PROPERTY RESTORATION

7.1.c

RATES AND INVOICE CONDITIONS
ITEMIZED SCHEDULED LABOR CLASSIFICATIONS

CODE		REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00
GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 43.50
AA	Administrative Assistant	\$ 44.00
LF	Labor Foreman	\$ 45.00
MS	Mobilization Support	\$ 48.00
TD	Truck Driver	\$ 57.00
DMT	Demolition Technician	\$ 57.00
RCO	Resource Coordinator (Supply Technician)	\$ 59.00
PA	Project Auditor (Documentation Clerk)	\$ 65.00
EO	Equipment Operator	\$ 68.00
HSO	Health & Safety Officer	\$ 101.00
RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 59.00
RS	Restoration Supervisor	\$ 65.00
DT	Dehumidification Technician	\$ 77.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 77.00
RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 74.00
DP	Drywall Installer/Finisher	\$ 80.00
CR	Carpenter (Framer/Finish)	\$ 86.00
TF	Trade Foreman (Commercial Supervision)	\$ 89.00
TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 83.00
TS	Technical Specialist	\$ 91.00
TL	Team Leader	\$ 105.00
TMR	Technician, Machinery Rebuild	\$ 112.00
SEMICONDUCTOR SERVICES:^{1,2,3}		
DTA	Decon Technician Assistant	\$ 77.00
DC	Decon Technician	\$ 91.00
DTL	Decon Team Leader	\$ 105.00
DE	Decon Engineer	\$ 181.00
ENVIRONMENTAL SERVICES:^{1,2,3}		
HT	Hazmat/Asbestos Technician	\$ 77.00
HLT	Hazmat/Asbestos Lead Technician	\$ 86.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 91.00
HS	Hazmat/Asbestos Supervisor	\$ 100.00
HPM	Hazmat/Asbestos Project Manager	\$ 119.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 275.00
CSC	Senior Consultant	\$ 225.00
CCE	Consultant / Consulting Estimator	\$ 195.00
CWP	Clerk of the Works-Production Person	\$ 120.00
CAD	Administrative	\$ 75.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section I.IV Consulting Expenses \$ 400.00
CFE	Appraisal & Umpire fees	\$ 350.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I.

RATES AND INVOICE CONDITIONS

§ I.III **LABOR CONSIDERATIONS**

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%. Labor hours will be charged at the applicable Rate Classification

§ I.IV **CONSULTING EXPENSES**

- 1). Reproduction of actual drawings at \$4.50 per SF
- 2). Automobile mileage at IRS approved rate
- 3). Tolls at cost with receipts over \$25.00
- 4). Photocopies at \$0.15 per page
- 5). Color copying at \$1.50 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
- 7). Daily per diem rate at \$65.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum four hours @ \$400/hr for all consultants

§ II. **SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)**

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. **SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)**

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. **VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT**

- 1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. **REIMBURSABLES**

- 1). Contractor's 15% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$55 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$74.25). The 1.25 multiplier will be applied for CA and WA (\$68.75). Per Diem will be charged for all traveling personnel in § I. Itemized Scheduled Labor Classification. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. **DOCUMENT DRYING AND RECOVERY SERVICES**

Freeze drying charges will range from \$45 to \$85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. **CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)**

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. **BILLING AND PAYMENT**

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, licenses and orders incident to performance of the work.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2022

BELFOR
 PROPERTY RESTORATION
ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 45.00
Air compressor, tow behind	Ea / Day	\$ 143.00
Air movers/carpet blowers	Ea / Day	\$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00
Injectidry Unit	Ea / Day	\$ 158.00
Manometer	Ea / Day	\$ 100.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00
Soda Blaster	Ea / Day	\$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	\$ 121.00
Washer, High Pressure (hot)	Ea / Day	\$ 151.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 45.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00
Extraction Unit (portable)	Ea / Day	\$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00
Floor cleaning system (walk behind)	Ea / Day	\$ 287.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00
Ion Air Cleaning System	Ea / Day	\$ 57.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00
Vacuum, HEPA	Ea / Day	\$ 110.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 42.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 133.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 188.00
Light, Wobble (37 inches)	Ea / Day	\$ 53.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00
Saw, Demo	Ea / Day	\$ 129.00
Saw, Kett	Ea / Day	\$ 43.00
X-Ray Dryer	Ea / Day	\$ 188.00
X-Ray Separation Tank	Ea / Day	\$ 565.00
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	\$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00
Ozone Generator	Ea / Day	\$ 151.00
Smoke Machines (small)	Ea / Day	\$ 121.00
Vapor Shark	Ea / Day	\$ 48.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00
Generator (portable)	Ea / Day	\$ 151.00
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 25.00
Camera, IR	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 165.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	\$ 491.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	\$ 690.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	\$ 1,216.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	\$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 4,440.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 7,027.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	\$ 2,471.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	\$ 32.00
Dehumidification, Heater -20 KW	Ea / Day	\$ 194.00
Dehumidification, Heater -50 KW	Ea / Day	\$ 432.00
Dehumidification, Heater -100 KW	Ea / Day	\$ 589.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 705.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	\$ 1,137.00
Heater, Electric -1500 watt	Ea / Day	\$ 19.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	\$ 67.00
Electrostatic Sprayer	Ea / Day	\$ 165.00

EQUIPMENT DESCRIPTION	UNIT	R
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 0
Mobile Office	Ea / Day	\$ 0
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 0
Trailer, Freezer	Ea / Day	\$ 0
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 0
Truck, Dump-Trip Charge	Ea / Day	\$ 0
Truck, Moving/Box/Board up	Ea / Day	\$ 0
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 0
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 0
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 0
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 0

DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 0
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 0
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 0
BELFOR Pods (set up & breakdown)	Per Pod	\$ 0
Storage Vaults	Per Month	\$ 0

ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 0
Cleaning Room, HEPA filtered	Ea / Day	\$ 1
Crane, A-Frame (1 ton)	Ea / Day	\$ 0
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 0
Decon Room	Per Project	\$ 0
DI Water System	Ea / Day	\$ 0
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 0
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 0
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 0
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 0
Gas Detector, ATI PortaSens II	Ea / Day	\$ 0
HEPA Filtered Hood	Ea / Day	\$ 0
HEPA Water Displacement Unit	Ea / Day	\$ 0
Oven, Convection Drying (ULT)	Ea / Day	\$ 0
Oven, Vacuum Drying	Ea / Day	\$ 0
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 0
Reflectoquant Test Device	Ea / Day	\$ 0
Sealer, Vacuum	Ea / Day	\$ 0
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 0
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 0
Tool Handling Charge	Per Project	\$ 0
Ultrasonic Bath, Portable	Ea / Day	\$ 0
Ultrasonic Bath, Bench Top	Ea / Day	\$ 0
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4
Vacuum, Clean Room	Ea / Day	\$ 0
Wet Bench (portable)	Ea / Day	\$ 0
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 0

ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 0
Chemical Hose, Hazmat	Ea / Day	\$ 0
Confined Space Entry System	Ea / Day	\$ 0
Decontamination Shower/Filter	Ea / Day	\$ 0
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 0
Mini-Rae (PID)	Ea / Day	\$ 0
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 0
Personal Sample Pump	Ea / Day	\$ 0
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 0
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 0
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 0
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	\$ 0
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 0

HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 0
HVAC, Mobile Resource Unit	Ea / Day	\$ 0
HVAC, Power and Manual Hand Tools	PP/Day	\$ 0
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 0
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 0
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 0
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 0
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 0

SAFETY		
Personal Fall Protection (PPF)	PP / Day	\$ 0
Personal Protection Equipment (PPE)	PP / Day	\$ 0
Personal Respiratory Protection (PRP)	PP / Day	\$ 0
Respirator, PAPR	Ea / Day	\$ 0

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local permits, licenses and orders incident to performance of the work.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2022

BELFOR
PROPERTY RESTORATION

7.1.c

511.1

ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
Bags, Environmental Trash Bags	Ea.	\$ 3.60	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 41.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 56.00
Bags, Trash (each)	3 mil \$ 1.00 6 mil	\$ 2.00	BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 88.00
CLEANING-GENERAL			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 139.00
Disinfectant-Bioesque	Gal	\$ 50.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 36.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 41.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 21.00
BELFOR-All Purpose Cleaner	Gal	\$ 13.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 999.00
BELFOR-All Purpose Spotter	Gal	\$ 28.00	BELFOR-GC General Cleaner	Gal	\$ 34.00
BELFOR-Carpet Rinse & Neutralizer	43.5	\$ 22.00	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 47.00
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.20	BELFOR-LP 40 Light Preserver 40	Gal	\$ 88.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 37.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 19.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 21.00	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 149.00
BELFOR-Glass Cleaner	Gal	\$ 10.00	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 15.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 50.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 56.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 37.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 39.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 17.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 41.00
BELFOR-Oil Preserver	Gal	\$ 56.00	BELFOR-PM Polish Milk	Ounce	\$ 6.60
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 21.00	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 64.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 31.00	BELFOR-WP Wax Preserver	Gal	\$ 95.00
Adhesive, Remover	Can	\$ 18.00	Nitric Acid, Ultra Pure	Quart	\$ 187.00
Alcohol, Isopropyl	Gal	\$ 96.00	Apron, Chemical	Ea.	\$ 6.60
Blocks, Odor Counteractant	Ea.	\$ 9.00	Arm Sleeves, Chemical	Ea.	\$ 4.80
Boot Covers, Latex	Per Pair	\$ 13.00	Arsenic Test Kit	Per Test	\$ 6.60
Brush, Scrub	Ea.	\$ 14.00	Bags, Anti Static	Ea.	\$ 4.80
Brushes, Pipe	Ea.	\$ 37.00	Brady Cards	Ea.	\$ 8.80
Brushes, Wire	Small \$ 5.50 Large	\$ 9.00	Brush, Dispersion (Each)	Small \$ 5.50 Large	\$ 17.00
Cleaner, Stainless Steel	Can	\$ 19.00	Brush, Non Conduct	Ea.	\$ 13.00
Disinfectant, Antimicrobial	Gal	\$ 62.00	Chloride Quick Test Strips	Ea.	\$ 1.50
Fogger, Thermo Deodorizer	Gal	\$ 43.00	Cleaning / Decon Sticks	Ea.	\$ 1.70
Mop Heads	Ea.	\$ 17.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 34.00
Pad, Floor Buffer	Ea.	\$ 15.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 95.00
Pad, Foam Scrubbing	Pak	\$ 63.00	Non-Conduct Scrubbers, White (#98)	Box	\$ 57.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.80	Tape, Clean Room	Roll	\$ 30.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.40	Wipes, Lint Free	Pak	\$ 43.00
Steel wool	Ea.	\$ 1.30	Wipes, Presaturated IPA/DI	Pak	\$ 25.00
Thinner, Paint/Mineral Spirits	Gal	\$ 28.00	Wipes, Standard Clean Room	Pak	\$ 35.00
Vapor Shark Membrane	Ea.	\$ 64.00	Wipes, Ultra Clean Room	Pak	\$ 75.00
Wipes, Cotton Cloth/Workshop Rags	Lb.	\$ 6.60			
Wipes, Wipe All	Pak	\$ 15.00			
CONTENTS/PACK-OUT/STORAGE			ENVIRONMENTAL		
BELFOR-Fabric Protector	Gal	\$ 48.00	Asbestos Glove Bag	Ea.	\$ 41.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.60	Breathing Air, Type K Bottle	Ea.	\$ 67.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 21.00	Cartridge, MSA Combination	Ea.	\$ 20.00
BELFOR-Premium Dish Detergent	Quart	\$ 7.70	Protective Suits (Acid)	Ea.	\$ 102.00
Boxes, Book	Ea.	\$ 6.60	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,901.00
Boxes, Dish Pack	Ea.	\$ 7.70	Protective Suits (PolyPro Asbestos)	Ea.	\$ 10.00
Boxes, Slip Covers	Ea.	\$ 3.60	Protective Suits (Saranex Chemical)	Ea.	\$ 37.00
Boxes, Wardrobe/Specialty	Ea.	\$ 43.00	Sorbent Boom	Ea.	\$ 81.00
Cloths, Masslinn	Ea.	\$ 1.70	Sorbent Pad	Ea. \$ 11.50 Bale	\$ 122.00
Foam Blocks	Ea.	\$ 1.70	Sorbent Pillows	Ea.	\$ 31.00
Inventory Tags	Ea.	\$ 1.70	DRUMS		
Tape, Poly Box	Roll	\$ 3.60		15g 30g 55g	
Wrap, Bubble/Anti Static	Roll	\$ 102.00	Drum, Poly Closed Top	Ea. \$ 51.00 \$ 60.00 \$ 85.00	
Wrap, Stretch	Roll	\$ 72.00	Drum, Poly Open Top	Ea. \$ 55.00 \$ 65.00 \$ 92.00	
			Drum, Steel Closed Top	Ea. \$ 40.00 \$ 48.00 \$ 67.00	
			Drum, Steel Open Top	Ea. \$ 44.00 \$ 57.00 \$ 81.00	
			Drum, Steel Salvage, 85 Gallon	Ea.	\$ 185.00
			Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
			Drum, Steel Overpack, 110 Gallon	Ea.	\$ 555.00
FILTERS			HVAC		
Filter, Charcoal (Carbon Activated)	Ea.	\$ 79.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 61.00
Filter, HEPA	Ea.	\$ 279.00	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 79.00
Filter, Pleated	Ea.	\$ 25.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 61.00
Filter, Poly (Secondary)	Ea.	\$ 8.80	HVAC Cleaner Degreaser	Gal	\$ 21.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30"	Roll	\$ 30.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 565.00	HVAC Coil Cleaner	Gal	\$ 58.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 53.00	HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 70.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 66.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 411.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 99.00	HVAC Duct Liner 1" - 3"x100'	Roll	\$ 484.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 386.00	HVAC Duct Mastic	Gal	\$ 35.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 479.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 99.00
Plastic Sheeting, Carpet Protector	Roll	\$ 99.00	HVAC Fiberlock	Gal	\$ 87.00
Ram Board, (38" X 100')	Roll	\$ 185.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 12.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 30.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 73.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,988.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 345.00
Sticky Mat (26"x32")	Ea.	\$ 108.00	HVAC Propane Fill Charge	Cylinder	\$ 55.00
SHRINK WRAP			HVAC Rotary Brush Head, Replacement	Ea.	\$ 139.00
Strapping, Woven HD	LF	\$ 0.15	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 48.00
Tape, Heat Shrink 2"	Roll	\$ 20.00	HVAC Sheetmetal Blank	Ea.	\$ 21.00
Tape, Heat Shrink 4"	Roll	\$ 40.00	HVAC Sheetmetal Screw	Box 100	\$ 26.00
Tape, Heat Shrink 6"	Roll	\$ 59.00	HVAC Spray Adhesive	Can	\$ 29.00
Wrap, Shrink, 7 mil (45" x 145")	Roll	\$ 987.00	HVAC Unibit	Ea.	\$ 99.00
Wrap, Shrink, 12 mil (32" x 180")	Roll	\$ 1,834.00	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 29.00
TAPE/ADHESIVE			SAFETY		
Adhesive, Spray	Can	\$ 9.00	Boots, Chemical PVC	Per Pair	\$ 55.00
Tape, 2-way (2" x 60')	Roll	\$ 36.00	Dust Mask	Ea.	\$ 2.40
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 34.00	Gloves, Cotton (includes liners)	Per Pair	\$ 2.80
Tape, Duct (2" x 60')	Roll	\$ 9.00	Gloves, Latex (Surgical)	Box 100	\$ 50.00
Tape, Global	Roll	\$ 30.00	Gloves, Leather	Per Pair	\$ 9.90
Tape, Painters-blue/red	Roll	\$ 10.00	Gloves, Nitrile	Per Pair	\$ 9.40
			Gloves, Nylon Inspection	Per Pair	\$ 0.60
MISC			Protective Suits (Tyvek)	Ea.	\$ 33.00
Disposable Decontamination Unit	Ea.	\$ 504.00	Respirator, N95	Ea.	\$ 13.00
Encapsulant, Antifungicidal	Gal	\$ 99.00	Respirator, P100	Ea.	\$ 13.00
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 91.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 44.00
Encapsulant, Soot	Gal	\$ 53.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 10.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 36.00			
Floor Dry (40#)	Bag	\$ 19.00			
Lock Box	Ea.	\$ 55.00			
Soda, Soda Blaster Material	Bag	\$ 43.00			
Zipper (containment)	Ea.	\$ 14.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

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*3 5% discount applies to Labor and Materials only. Subcontractors will be billed at normal rate.

Attachment: Belfor- Pricing Sheet (3450 : Emergency Restoration Services)

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director**



REQUEST FOR PROPOSAL

RFP # FY2024-09-007

DUE: October 26, 2023, no later than 4:00 p.m. (CST*)

Emergency Restoration Services

Citywide – Various Locations

The City of Bartlett is soliciting written proposals, on a competitive basis from qualified companies or professionals to furnish Emergency Restoration Services for various divisions and various locations of the City as per the written specifications.

(*CST assumes Central Daylight Time as appropriate)

Attachment: RFP- Emergency Restoration Services (3450 : Emergency Restoration Services)

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Emergency Restoration Services
RFP: FY2024-09-007
DUE: October 26, 2023 4:00 PM (CST)

I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to furnish Emergency Restoration Services and consulting services related to storms, disasters, and other events requiring extraordinary labor and service efforts for various divisions/departments of the City as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with the City of Bartlett for the Services outlined in this RFP. In this RFP, the terms “Proposer” and “Contractor/Proposer” are used interchangeably unless the context indicates otherwise.

II. MINIMUM CONTRACTOR/PROPOSER/PROPOSER REQUIREMENTS

All Contractor/Proposers/Proposers must:

1. Have a least (5) years of previous experience in emergency restoration services.
2. Document experience in providing services to organizations of similar size.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Have sufficient, competent and skilled staff to perform the Services as required.
5. Have the necessary equipment to perform the Services as required.
6. Be an equal employment opportunity employer and abide by Title VI guidelines.
7. Provide proof of current insurance requirements (**MANDATORY**).
8. Sign and enclose the Public Acts 109 Form.(Exhibit D).

III. CORRESPONDENCE

Any Contractor/Proposers/proposers requesting additional information or clarification are to contact Mr. Steve Sones, **in writing**, at ssones@cityofbartlett.org or at the City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY CONTRACTOR/PROPOSER/PROPOSER, ALL QUESTIONS WILL BE ACCEPTED IN WRITTEN FORM ONLY, BY EMAIL OR MAILED. The deadline for submitting questions will be October 18, 2023 by 12:00 p.m. (CST).*** Questions and answers of significance will be posted on the City website. These guidelines for communication have been established to ensure a fair and equitable process for all Contractor/Proposers/proposers.

IV. PROPOSAL SCHEDULE

All proposals (**one (1) copy (clearly identified as original) and four (4) copies**) must be received at the address listed above no later than **October 26, 2023 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

- The City of Bartlett, Tennessee is issuing this RFP on September 28, 2023
- Deadline to submit additional written questions – Contractor/Proposers/Proposers may submit written questions via email as to the intent or clarity of this RFP until noon on October 18, 2023. Responses will be given within 24 hours or no later than noon October 19, 2023.
- Submission of Proposal – **All Proposals Must Be Received For Review And Evaluation No Later Than Thursday, October 26, 2023 At 4:00 P.M. CST.** Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The City may reproduce any of the Contractor/Proposer's/Proposers' proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

- A. **Contingencies** - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Contractor/Proposers/Proposers, in writing, if the all proposals are rejected.
- B. The City reserves the right to issue addenda or amendments to this proposal.
- C. **Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Contractor/Proposer/Proposer's responsibility to ensure that its proposal arrives on or before the specified time.
- D. **Incurred Costs** - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Contractor/Proposer's responsibility.
- E. **Final Authority** – The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Mayor's approval.

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VI. GENERAL REQUIREMENTS

- A. Background** - City of Bartlett has multiple departments that will be using this service, including Public Works and Parks and Recreation. The storm/disaster restoration services, including all materials, tools, equipment, labor, and consumables, will be required on an “as needed” basis at the department director’s discretion.
- B. Project Time Frame** - The initial contract term, three years will begin immediately upon execution of the contract through June 30, 2026 with the option to renew for five (5) additional years beginning July 1, 2026 with the same terms and conditions, and ending June 30, 2031. Renewals are contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor/Proposer/Proposer must be prepared to begin immediately upon receipt of a Notice to Proceed.
- C. Reservation of Rights** -The City reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
- D. Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish a service agreement with the best qualified company that can provide and perform the Services, including mitigation or restoration services on an “as needed” or as an emergency basis for Public Works, Parks and Recreation, Code Enforcement, and any other City department as scheduled at the locations throughout the City of Bartlett that is cost-effective and practical for the term of the Contract. The City requires management, recovery, and consulting services related to storms, disasters, and other events requiring extraordinary restorative efforts. Unless otherwise specified herein, the Contractor/Proposer/Proposer is to furnish all materials, tools, vehicles, equipment, labor, and consumables to complete the services described in this Scope of Work.

A. Introduction

Contractor/Proposer/Proposer shall provide Industrial Cleaning, Mitigation and Restorative Services (the “Services”) for all city departments and municipal buildings throughout the City of Bartlett, Tennessee. The Contractor/Proposer will provide personnel equipped and trained in appropriate procedures for the Services. The Contractor/Proposer/Proposer is an independent Contractor/Proposer as defined by Internal Revenue Service rules and regulations and personnel provided to perform the Services are employees of the Contractor/Proposer/Proposer and not those of the City of Bartlett, Tennessee.

B. General

Response time for water damage and sewage damage projects is a return telephone call within one (1) hour, a supervisor onsite within two (2) hours and equipment setup and running within six (6) hours of the initial telephone call on business days. Add two (2) hours to each time listed above for incidents that occur on the weekends or timeframes outside of business hours.

Response time for mold projects is a return telephone call within one (1) hour, an estimator onsite within twenty-four (24) hours on business days and a remediation estimate and schedule within an additional twenty-four (24) hours. However, estimates for projects over 5,000 sq. feet may take longer and timeframes shall be agreed upon between the Contractor/Proposer and the Project Manager depending on the complexity of the project. Incidents that occur on the weekends or timeframes outside of business hours will remain the same as business hours. Quarterly or bi-monthly meetings should be held during initial set-up of Services.

All projects shall be completed in compliance with IICRC S520 Standard and Reference Guide for Professional Mold Remediation and IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration as approved by City of Bartlett.

Qualified Contractors/Proposers are encouraged to submit a Proposal for (the “Services”) on an as needed basis to respond to these situations and others requiring this level of cleaning and restoration.

A Communications Document (Com Doc) shall be utilized for each project. The Com Doc shall be completed and sent to City of Bartlett within twenty-four (24) hours of each site visit. The Com Doc will have a bullet list of the daily events, to include date, time location, type and quantity of equipment delivered / picked up and general activities, e.g. HEPA vacuumed walls, floors, mopped floors, cleaned contents with organic, plant based and safe for children anti-microbial, etc.

C. Carpet Cleaning-Water/Sewer Damage and Related Situations

Projects of less than 3,000 sq.ft. shall be supervised by an IICRC certified Water Restoration Technician and projects above 3,000 sq.ft. shall be supervised by an IICRC certified Applied Structural Drying technician or comparable.

1. Clean and preserve the integrity of the carpet by using the most appropriate method which may include but is not limited to extraction, steam extraction, rotary brush, mobile plant, and/ or extra spotting treatment.
2. Process shall include at a minimum:
 - 2.1. Assess the damage;
 - 2.2. Extract the water and remove unsalvageable carpet and related material;
 - 2.3. Dry the affected areas and isolate the unaffected areas;
 - 2.4. Monitor the process daily to ensure that drying is taking place and to prevent further moisture related damage.

D. Hard Flooring Cleaning

1. Clean and return flooring to its original appearance by safely removing years of residue and soil build up.
2. Process shall include at a minimum:
 - 2.1 Assess damage;
 - 2.2 Strip, clean and seal all types of hard flooring; tile linoleum, etc.;
 - 2.3 Protect and enhance the beauty of hard floor surfaces;
 - 2.4 Monitor the process until task is complete.

E. Other Requested Services

1. Upholstery Cleaning –clean and return upholstery to its original appearances using hypoallergenic solutions
2. Mold Remediation – Apply proven interventions to halt and/or reverse the effects of mold damage.
3. Structural Drying – apply interventions to halt the spread of water and humidity and possible mold contamination; remove bulk water as soon as possible to limit damage; supervision personnel must be an IICRC Certified Technicians.
4. Reconstruction – water/mold damaged materials to be replaced with similar type and quality in a professional manner, if requested.
5. Heavy duty cleaning of carpet, flooring, and upholstery will be requested when other standard cleaning methods are not appropriate.

F. Quality Control Plan

1. Develop and implement a complete quality control plan (QCP) for identifying deficiencies in the quality of services before the level of performance becomes unacceptable. This plan should be tailored for the City of Bartlett and include checklists for use during performance of work
2. Identity of employees by title and type of inspection who are authorized to complete inspections.
3. Identify corrective actions taken and file inspection reports available to City of Bartlett personnel as required.

G. Specific Requirements**1. Materials and Equipment:**

- 1.1. Contractor/Proposer shall furnish all labor, materials, supplies, tools, machinery, implements, transportation, safety equipment and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- 1.2. All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the City. There shall be no defect in the work or the operation thereof due to inferior materials or the workman-like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work.

2. Scheduling & Coordination:

- 2.1. All work shall be coordinated through the Chief Administrative Officer or designated representative.
- 2.2. Contractor/Proposer shall be responsible for performing the work in a timely manner and be approved by a City representative.

3. Codes, Permits, Standards And Regulations

- 3.1 Perform all work and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of FEMA, FHWA, the State of Tennessee, and the City of Bartlett.

4. Contractor/Proposer's Requirements:

- 4.1 Contractor/Proposer must have Answering Services 24-7.

5. Other Requirements:

- 5.1. Individual departments within the City of Bartlett may become a party to this contract at any time during the life of the contract..

VIII. CONTRACT REQUIREMENTS

The successful Contractor/Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor/Proposer will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Contractor/Proposer's Personnel. The Contractor/Proposer certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor/Proposer. The Contractor/Proposer further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor/Proposer who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor/Proposer, or any of the Contractor/Proposer's employees or agents, are the agents, representatives, or employees of the City. The Contractor/Proposer will be an independent Contractor/Proposer over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Contractor/Proposer as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor/Proposer is solely for purposes of compliance with local, state and federal regulations and means that the Contractor/Proposer will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor/Proposer that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the Contractor/Proposer has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Contractor/Proposer for services performed shall be on the Contractor/Proposer's letterhead.
4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor/Proposer or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has

plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b) The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor/Proposer for Contractor/Proposer's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor/Proposer shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor/Proposer shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor/Proposer prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor/Proposer from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor/Proposer's obligations to its transferors or sub-Contractor/Proposers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Contractor/Proposer covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Contractor/Proposer also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor/Proposer warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor/Proposer to the Contractor/Proposer in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor/Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor/Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Proposer any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of

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this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of City Workers. The Contractor/Proposer will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor/Proposer and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Contractor/Proposer shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
(b) The Contractor/Proposer is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor/Proposer agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.
11. Nondiscrimination. The Contractor/Proposer hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor/Proposer on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor/Proposer shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor/Proposer shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

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18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation Of Other Documents. (a) Contractor/Proposer shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal and incorporated herein by reference. (b) It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the Contractor/Proposer, Contractor/Proposer understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by the Contractor/Proposer due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
21. Organization Status And Authority. (a) Contractor/Proposer represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
(b) The execution, delivery and performance of this Contract by the Contractor/Proposer has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor/Proposer, any provision of any indenture, agreement or other instrument to which the Contractor/Proposer is a party, or by which the Contractor/Proposer's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Warranty. Contractor/Proposer warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor/Proposer shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Contractor/Proposer under this Contract, regardless of whether they are proprietary to the Contractor/Proposer or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities. (a) Contractor/Proposer shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC §1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor/Proposer its sub-Contractor/Proposers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
 - (b) Contractor/Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor/Proposer shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
 - (c) The City has no obligation to provide legal counsel or defense to the Contractor/Proposer or its sub-Contractor/Proposers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor/Proposer as a result of or relating to obligations under this Contract.
 - (d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor/Proposer as a result of or relating to obligations under this Contract.
 - (e) Contractor/Proposer shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor/Proposer or its sub-Contractor/Proposers regarding any matter resulting from or relating to Contractor/Proposer's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
 - (f) *The Contractor/Proposer shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of*

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the insurance coverage provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.

2. Insurance Requirements. Contractor/Proposer will provide evidence of insurance coverage as required for and shall provide and maintain the following:

Contractor/Proposer shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability Insurance* – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractor/Proposers
 - f) Broad Form Property Damage
 - g) Personal Injury
 - h) Pollution
 - i) Professional Liability
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Pollution coverage is to be included. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor/Proposer waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- *Employee Dishonesty Coverage* –Coverage for Contractor/Proposer and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.
- *Performance Bond* – Amounts determined by project as appropriate

Emergency Restoration Services
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 DUE: October 26, 2023 4:00 PM (CST)

- *Labor and Materials Bond* – Amounts determined by project as appropriate.

Should the City's insurance carrier be involved in any claims for damages that require the Contractor/Proposers' services, the estimates and billing for these services shall be reviewed by the insurance carrier prior to payment.

All insurance policies maintained by the Contractor/Proposer/Proposer shall provide that insurance as applying to City of Bartlett shall be primary and non-contributing irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf. All sub-contractors performing work for the Contractor/Proposer are required to maintain the same coverage and limits as the Contractor/Proposer, with the same additional insured requirements. All coverage will be written through insurance companies rated A- or better by A.M. Best.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor/Proposer agrees to permit duly authorized agents and employees of the City, to enter Contractor/Proposer's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor/Proposer will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractor/Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

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2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. Note: A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on October 26, 2023, at the City of Bartlett, Attn: Mayor David Parsons, 6400 Stage Road, Bartlett, TN 38134.**
5. Contractor/Proposer agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by Contractor/Proposer for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify Contractor/Proposer from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. **One (1) original (clearly identified as original) and four (4) copies** of the proposal are required. The package containing the original must be sealed and marked with the Contractor/Proposer's name and **"EMERGENCY RESTORATIVE SERVICES, RFP #FY2024-09-007" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor/Proposer's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

Emergency Restoration Services
 RFP: FY2024-09-007
 DUE: October 26, 2023 4:00 PM (CST)

1. Comprehensive Response

- a. Outline of how Contractor/Proposer can meet or exceed the minimum requirements.
- b. Detail of how the Contractor/Proposer is qualified to provide the services required.
- c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

2. Cost and Fees (***Include the Pricing Sheet, Exhibit A in your proposal response in a separate sealed envelope.***)

- a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
- b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.

3. References

- a. References must list the business name, a contact person with email address phone number. (***Include the Reference Sheet, Exhibit C***)

X. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Contractor/Proposers must meet the Minimum Contractor/Proposer/Proposer Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Bartlett as outlined in the budget estimate.
 - Time frame for completion.

Emergency Restoration Services
RFP: FY2024-09-007
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2. Selection will be based on a determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and not solely on price.
3. Oral Presentation - The City of Bartlett may require an oral presentation from, any Contractor/Proposer for clarification of information set forth in the response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee.

B. Award of Contract

Contractors/Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Aldermen.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Contractor/Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Contractor/Proposer's fees and scope of work or utilize their own resources for such work.

End of RFP Requirements

PRICING SHEETS

[illegible]

Initials, page 1

Emergency Restoration Services
RFP: FY2024-09-007
DUE: October 26, 2023 4:00 PM (CST)

PRICING SHEET, page 2

CONTRACTOR/PROPOSER/NAME OF FIRM

EMAIL

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE
(Signature – Required)

EMAIL
(Print)

AUTHORIZED REPRESENTATIVE
(Print name)

DATE

Attachment: RFP- Emergency Restoration Services (3450 : Emergency Restoration Services)

Emergency Restoration Services
RFP: FY2024-09-007
DUE: October 26, 2023 4:00 PM (CST)

EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, _____ for and on
(Printed name of Principal Officer of Company)
behalf of _____,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Signature (Principal Officer)

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of
_____, 2023.

Notary Public

My Commission Expires: _____

Attachment: RFP- Emergency Restoration Services (3450 : Emergency Restoration Services)

Emergency Restoration Services
 RFP: FY2024-09-007
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EXHIBIT C

REFERENCES

Company Name (Proposer/Contractor/Proposer)

References for three municipalities:

1. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Note: This Qualifications & References sheet must be returned with the Proposal.

Emergency Restoration Services
RFP: FY2024-09-007
DUE: October 26, 2023 4:00 PM (CST)

EXHIBIT D

PUBLIC ACTS 109

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

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

Company Name (Proposer/Contractor/Proposer)

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.

Attachment: RFP- Emergency Restoration Services (3450 : Emergency Restoration Services)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/28/23 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2023.



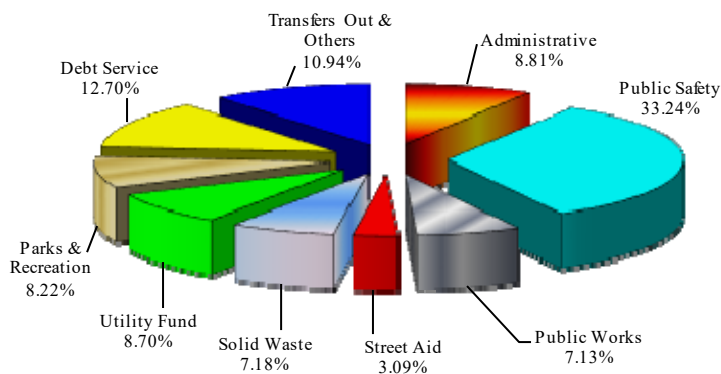
City of Bartlett

FINANCIAL REPORT

October 31, 2023

Total Expenditures, FY 2024 Budget: \$105,587,418

(Does not include School)

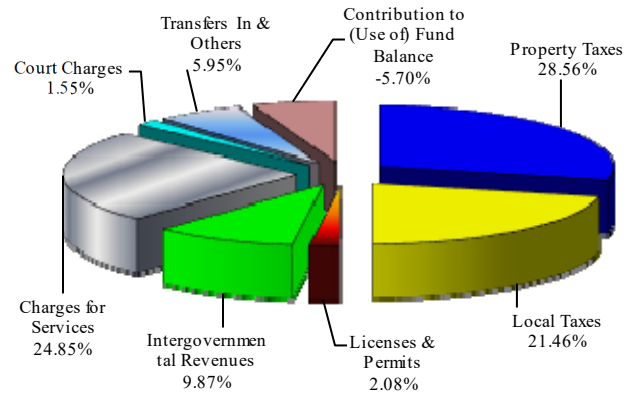


BUDGET HIGHLIGHTS

- June 30, 2023 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2023 year-end.
- Property tax bills will be mailed in October and are due February 28.
- Delinquent 2022 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2024 Budget: \$105,587,418

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



**FY 2024 YEAR-TO-DATE
For The Period Ending October 31, 2023**

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,316,654	\$ 2,588,758
Public Safety	34,679,607	10,625,015
Public Works	7,384,012	2,418,909
Parks and Recreation	7,818,801	2,652,199
Performing Arts	862,540	271,683
Transfers & Other Gen. Fund Items	6,389,019	6,353,665
Subtotal	\$ 65,450,633	\$ 24,910,230
General Fund Revenues		
Property Taxes	\$ 30,153,000	\$ 1,120,981
Local Taxes	17,881,181	2,999,680
Building and Development Fees	2,191,200	930,017
Intergovernmental	8,316,500	1,178,845
Charges for Services	4,507,715	1,547,648
Court Charges	1,337,000	515,164
Other Revenue	1,064,037	206,917
Subtotal	\$ 65,450,633	\$ 8,499,252
Special Rev. Funds - Expenditures	\$ 12,618,476	\$ 5,336,779
Special Rev. Funds - Revenues	\$ 12,618,476	\$ 2,667,063
Utility Expenses	\$ 15,386,187	\$ 3,801,718
Utility Revenues	\$ 15,386,187	\$ 4,465,969
Debt Service Expenditures	\$ 12,132,122	\$ 6,562,637
Debt Service Revenues	\$ 12,132,122	\$ 5,306,751
Total Expenditures	\$ 105,587,418	\$ 40,611,364
Total Revenues	\$ 105,587,418	\$ 20,939,036

Note: FY 2024 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.

Attachment: Oct23FinRpt (3448 : Treasurer's Report for October 2023)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending October 31, 2023

	FY 2024 Unaudited Actual	FY 2024 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2023	Year-to-Date Actual FY 2024	Increase/ Decrease in \$	Percent of FY 2023 Actual	Percent of FY 2024 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,541,461	\$ 8,316,654	\$ 775,193	\$ 2,191,249	\$ 2,588,758	\$ 397,509	29.06%	31.13%	2.07%
Public Safety	30,777,032	34,679,607	3,902,575	10,565,290	10,625,015	59,725	34.33%	30.64%	-3.69%
Public Works	5,986,620	7,384,012	1,397,392	2,298,720	2,418,909	120,189	38.40%	32.76%	-5.64%
Parks and Recreation	6,212,299	7,818,801	1,606,502	2,329,802	2,652,199	322,397	37.50%	33.92%	-3.58%
Performing Arts	731,876	862,540	130,664	228,883	271,683	42,800	31.27%	31.50%	0.22%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	5,901,019	6,353,665	452,646	64.41%	99.45%	35.03%
Total General Fund Expenditures	\$ 60,410,321	\$ 65,450,633	\$ 5,040,311	\$ 23,514,964	\$ 24,910,230	\$ 1,395,267	38.93%	38.06%	-0.87%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 30,153,000	\$ 481,998	\$ 762,561	\$ 1,120,981	\$ 358,420	2.57%	3.72%	1.15%
Local Taxes	16,586,268	17,881,181	1,294,913	2,964,726	2,999,680	34,953	17.87%	16.78%	-1.10%
Building and Development Fees	1,632,022	2,191,200	559,178	513,631	930,017	416,386	31.47%	42.44%	10.97%
Intergovernmental	7,611,046	8,316,500	705,454	1,144,693	1,178,845	34,152	15.04%	14.17%	-0.87%
Charges for Services	4,001,941	4,507,715	505,774	1,386,581	1,547,648	161,067	34.65%	34.33%	-0.31%
Court Charges	1,351,432	1,337,000	(14,432)	447,348	515,164	67,815	33.10%	38.53%	5.43%
Other Revenue	1,128,797	1,064,037	(64,760)	169,204	206,917	37,713	14.99%	19.45%	4.46%
Total General Fund Revenues	\$ 61,982,507	\$ 65,450,633	\$ 3,468,125	\$ 7,388,744	\$ 8,499,252	\$ 1,110,507	11.92%	12.99%	1.07%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 3,260,000	\$ 870,796	\$ 403,191	\$ 586,784	\$ 183,593	16.88%	18.00%	1.12%
Solid Waste Fund	6,803,184	7,642,070	838,886	1,740,238	2,530,665	790,427	25.58%	33.11%	7.54%
General Improvement Fund	733,947	1,154,800	420,853	345,406	285,053	(60,353)	47.06%	24.68%	-22.38%
Drug Enforcement Fund	322,685	300,000	(22,685)	54,059	108,237	54,178	16.75%	36.08%	19.33%
DEA Enforcement Fund	164,685	102,500	(62,185)	2,457	611	(1,845)	1.49%	0.60%	-0.90%
Drainage Control Fund	116,228	143,106	26,878	34,781	43,242	8,461	29.92%	30.22%	0.29%
Park Improvement Fund	150,000	0	(150,000)	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	17,620	16,000	(1,620)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	6,947,500	0	(6,947,500)	(779)	1,782,187	1,782,966	-0.01%	0.00%	0.01%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 12,618,476	\$ (5,026,577)	\$ 2,579,352	\$ 5,336,779	\$ 2,757,427	14.62%	42.29%	27.68%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 12,618,476	\$ (3,951,667)	\$ 3,135,027	\$ 2,667,063	\$ (467,964)	18.92%	21.14%	2.22%
Utility Fund									
Total Utility Operations	\$ 7,412,779	\$ 14,113,841	\$ 6,701,062	\$ 2,209,526	\$ 2,794,667	\$ 585,141	29.81%	19.80%	-10.01%
Total Utility Debt Expenses	1,156,914	1,272,346	115,432	616,100	1,007,052	390,951	53.25%	79.15%	25.90%
Total Utility Expenses	\$ 8,569,693	\$ 15,386,187	\$ 6,816,494	\$ 2,825,626	\$ 3,801,718	\$ 976,092	32.97%	24.71%	-8.26%
Total Utility Revenues	\$ 10,832,271	\$ 15,386,187	\$ 4,553,916	\$ 3,751,640	\$ 4,465,969	\$ 714,330	34.63%	29.03%	-5.61%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 12,132,122	\$ 2,705,192	\$ 6,160,973	\$ 6,562,637	\$ 401,664	65.36%	54.09%	-11.26%
Total Debt Service Revenues	\$ 10,032,224	\$ 12,132,122	\$ 2,099,898	\$ 5,446,036	\$ 5,306,751	\$ (139,285)	54.29%	43.74%	-10.54%
Total Expenditures	\$ 96,051,996	\$ 105,587,418	\$ 9,535,422	\$ 35,080,914	\$ 40,611,364	\$ 5,530,450	36.52%	38.46%	1.94%
Total Revenues	\$ 99,417,146	\$ 105,587,418	\$ 6,170,272	\$ 19,721,447	\$ 20,939,036	\$ 1,217,589	19.84%	19.83%	-0.01%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3449)

Meeting: 11/28/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3449

Resolution 45-23, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee's office has identified delinquent property taxes that have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes, interest, penalties, and property maintenance charges dating from tax year 2006 through 2021 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the taxes, interest, penalties, and associated costs, including property maintenance charges, on the properties listed in the attached schedule totaling \$8,683.25 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of November 28, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022

THRU JUNE 30, 2023

Realty

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
B014900P000080	4701	2010	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.75
B014900P000080	4709	2011	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.75
B014900P000080	4757	2012	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.75
B014900P000080	4918	2013	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.81
B014900P000080	5111	2018	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.92
B014900P000080	5119	2019	SHELBY COUNTY	0 HAMPTON RIDGE	COUNTY OWNED	\$0.92
						\$4.90

BARTLETT WRITE-OFF

**UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN**

FISCAL YEAR JULY 1, 2023
THRU JUNE 30, 2024

Personalty

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB207256	40029	2011	A PERSONAL OCCASION PHOTOGRAPHY	4027 MEADOW FIELD	STATUTE OF LIMITATIONS	\$20.12
PB208662	40043	2011	ACCESSORY GIRLS ACCURATE SOURCE TAXES FINANCIAL	6170 BENDING RIVER CV	STATUTE OF LIMITATIONS	\$4.47
PB221645	40044	2011	SER	0 MEMPHIS	STATUTE OF LIMITATIONS	\$6.26
PB125606	40051	2011	ADAMS & ASSOCIATES INSURANCE	2851 STAGE VILLAGE CV ST	STATUTE OF LIMITATIONS	\$207.86
PB217899	40069	2011	AIMEE'S FINANCIA AGENCY	5705 STAGE	STATUTE OF LIMITATIONS	\$7.60
PB207015	40135	2011	ANTHONY'S CLASSIC HALL	2828 STAGE CENTER STE 10	STATUTE OF LIMITATIONS	\$124.27
PB209457	40145	2011	ARCHIE'S BURGERS	5119 BRIARWIND	STATUTE OF LIMITATIONS	\$6.26
PB199905	40187	2011	BACK CARE INSTITUTE OF MPHS	8099 STAGE HILL	STATUTE OF LIMITATIONS	\$341.96
PB187857	40222	2011	BARTLETT HARDWOOD FLOOR SVCS	7171 LAWN LN	STATUTE OF LIMITATIONS	\$12.96
PB208204	40302	2011	BOOKS ARE FUN BOOK FAIR	5093 FLUSS CV	STATUTE OF LIMITATIONS	\$16.54
PB219224	40341	2011	C B PRINTING	7174 STAGE RD STE #103	STATUTE OF LIMITATIONS	\$1,234.17
PB216182	40641	2011	EDNA'S PRECIOUS ONES	3124 OLD BROWNSVILLE RD	STATUTE OF LIMITATIONS	\$4.47
PB140529	40680	2011	ENVIRONMENTAL SERVICES INC	1807 BARTLETT RD	STATUTE OF LIMITATIONS	\$124.71
PB220061	40746	2011	FLAVORS CATFISH & MORE	5788 STAGE RD STE 1	STATUTE OF LIMITATIONS	\$9.39
PB178561	40773	2011	FREELANCE JEWELRY	3723 MORNING RISE COVE	STATUTE OF LIMITATIONS	\$42.91
PB155887	40801	2011	GATOR BROWNS BAIT N TACKLE SHOP	6818 HWY 70 SUMMER AVE	STATUTE OF LIMITATIONS	\$180.59
PB168113	40872	2011	HARRIS REALTY INSURANCE SERVICES	3189 KIRBY WHITTEN PKWY	STATUTE OF LIMITATIONS	\$44.70
PB221681	60000	2011	HOME MENDERZ	0 BARTLETT	STATUTE OF LIMITATIONS	\$19.67
PB190968	40917	2011	HOMEFRONT REALTORS	2855 STAGE	STATUTE OF LIMITATIONS	\$38.89
PB191858	40970	2011	J & B CONSTRUCTION	7263 OLD BROWNSVILLE RD	STATUTE OF LIMITATIONS	\$28.61
PB182344	40973	2011	J & L MANAGEMENT	0 MEMPHIS	STATUTE OF LIMITATIONS	\$16.54
PB213620	41006	2011	JD'S CLEANING SERVICE JOHNSON & JOHNSON LAWN CARE &	4961 AVI DR	STATUTE OF LIMITATIONS	\$5.36
PB181008	41023	2011	PAINTING	4806 KINGS FOREST DR	STATUTE OF LIMITATIONS	\$73.31
PB217660	41107	2011	LIVID INK	3284 DON VALLEY	STATUTE OF LIMITATIONS	\$23.24
PB195490	41130	2011	LUXURY WHEELS	3507 APPLING RD	STATUTE OF LIMITATIONS	\$3.58
PB218354	41177	2011	MAXIUM SECURITY SYSTEMS, INC	3829 WALDEN MEADOW	STATUTE OF LIMITATIONS	\$18.77
PB120611	41197	2011	MDS LAWN AND LANDSCAPE	4803 SHADOW VIEW LN	STATUTE OF LIMITATIONS	\$156.64
PB219153	41227	2011	MEMPHITE	4713 SHADOWFIELD	STATUTE OF LIMITATIONS	\$77.33
PB100206	41274	2011	MR T HOME IMPROVEMENTS	3106 VALLEY LAKE DR	STATUTE OF LIMITATIONS	\$34.87
PB221470	41428	2011	PRO-FIELD PAINTING	969 WHITE STATION	STATUTE OF LIMITATIONS	\$8.49

Attachment: Resolution 11_28_23 Tax Write offs (3449 : Res. 45-23 Property Tax Write Offs Nov 2023)

PB208964	41505	2011	RELAX DAY SPA	2965 GERMANTOWN RD ST	STATUTE OF LIMITATIONS	\$21.46
PB150791	41514	2011	RIDGE ENVIRONMENTAL SOLUTIONS	6478 EASTBRIER DR	STATUTE OF LIMITATIONS	\$618.65
PB213459	41652	2011	SOUTHERN MANAGEMENT COMPANY	6507 GILLIA CR	STATUTE OF LIMITATIONS	\$4.47
PB204863	41780	2011	THE BRIDE AT LAKE LAND	6079 BARRENTINE	STATUTE OF LIMITATIONS	\$6.26
PB208389	41814	2011	THE SILVER PYRAMID	6025 STAGE RD #42-428	STATUTE OF LIMITATIONS	\$12.52
PB221088	41824	2011	THOMAS & THOMAS TAXES	8781 BRUNSWICK FOREST	STATUTE OF LIMITATIONS	\$7.60
PB221731	41832	2011	TILE WORKS & REMODELING	1026 STABLE RUN	STATUTE OF LIMITATIONS	\$67.50
PB220104	41838	2011	TLC LAWN SERVICE	8044 WINDERSVILLE DR	STATUTE OF LIMITATIONS	\$108.17
			TRINITY AND ASSOCIATES TAX			
PB177732	41869	2011	PROFESSIONAL	8820 TRINITY	STATUTE OF LIMITATIONS	\$6.71
PB165394	41979	2011	WINFREY WORKS	6055 CASCADE HILL CV	STATUTE OF LIMITATIONS	\$158.24
PB270309	60056	2021	LOURIC SOLUTIONS LLC	4707 SHADOW WICK	OUT OF BUSINESS	\$1.75
PB164117	61445	2012	PROPERTY RESEARCH DATA	0 BARTLETT	OUT OF BUSINESS	\$5.54
PB164117	51560	2013	PROPERTY RESEARCH DATA	0 BARTLETT	OUT OF BUSINESS	\$76.30
PB164117	50027	2014	PROPERTY RESEARCH DATA	0 BARTLETT	OUT OF BUSINESS	\$76.30
PB164117	51586	2015	PROPERTY RESEARCH DATA	0 BARTLETT	OUT OF BUSINESS	\$73.39
PB164117	51571	2016	PROPERTY RESEARCH DATA	0 BARTLETT	OUT OF BUSINESS	\$75.82
PB256289	50184	2020	ARROW PHYSICAL THERAPY	7827 ANNA CALLA	OUT OF BUSINESS	\$4.94
PB224937	50692	2021	DIVINE PLEASURES CATERING	6491 ROYAL KING	OUT OF BUSINESS	\$167.48
PB223081	50641	2013	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$31.10
PB223081	50647	2015	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$34.02
PB223081	50638	2016	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$35.96
PB223081	50675	2017	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$42.82
PB223081	50684	2019	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$47.21
PB223081	50725	2021	DRI CONTRACTORS LLC	3525 JENNY LANE	OUT OF BUSINESS	\$49.88
PB260200	51102	2020	INSTITUTE OF MAKE UP ARTS LLC	5728 STAGE	OUT OF BUSINESS	\$14.82
PB260200	51134	2021	INSTITUTE OF MAKE UP ARTS LLC	5728 STAGE	OUT OF BUSINESS	\$14.70
PB264115	51132	2020	JACKSON 4 COMPANIES LLC	8146 SHORTGRASS COVE	OUT OF BUSINESS	\$37.33
PB265931	52062	2021	STEPHANIE SKINCARE STUDIO LLC	2810 SUMMER OAKS	OUT OF BUSINESS	\$11.03
PB221849	41710	2011	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$12.96
PB221849	61709	2012	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$15.65
PB221849	51832	2013	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$20.41
PB221849	51386	2014	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$21.38
PB221849	51865	2015	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$22.36
PB221849	51862	2016	STUDIO 105	6801 HIGHWAY 70 STE 105	OUT OF BUSINESS	\$23.33

Total Personality \$4,822.60

BARTLETT WRITE-OFF

**UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN**

FISCAL YEAR JULY 1, 2022
THRU JUNE 30, 2023

Realty - Interest

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	INTEREST AMOUNT
B015700105C	31493	2007	LOWRY WILLIAM A & MAE H	7262 CEDAR RD	STATUTE OF LIMITATIONS	\$10.49
B0149TA00024	33755	2007	OAKTREE HOMES LLC	HAMPTON MEADOW LN	STATUTE OF LIMITATIONS	\$3.68
B156LB00082	39118	2007	WALLS HERMAN F & WANDA J	3035 RUSKIN	STATUTE OF LIMITATIONS	\$9.17
B0139CA00006	1107	2008	AHMED GHASSAN	8116 BLUE LAGOON DR	STATUTE OF LIMITATIONS	\$0.29
B0157JB00038	5174	2008	COX JOSEPH G & LISA K	3053 LEERIDGE DR	STATUTE OF LIMITATIONS	\$24.55
B0157SC00003	5175	2008	COX JOSEPH G & LISA K DO THANH TAM THI & PHUC HANH	6303 MEMPHIS-ARLINGTON	STATUTE OF LIMITATIONS	\$28.05
B0158RG00048	5998	2008	TRAN	7974 JILLS CREEK DR	STATUTE OF LIMITATIONS	\$30.03
B0157MC00003	9610	2008	HOPPER WILLIAM R & ALMA S	3225 LONE STAR CV	STATUTE OF LIMITATIONS	\$2.00
B014900027	10092	2008	IVY WILLIAM E AND CANDICE L IVY (RS)	4862 SHADOWLAWN RD E	STATUTE OF LIMITATIONS	\$2.86
B0158LB00014	10099	2008	J SWEENEY HOMES LLC JOHNSON TAMMY D AND CURTIS	RICHLAND VALLEY DR	STATUTE OF LIMITATIONS	\$3.06
B0149QC00049	10459	2008	JOHNSON (RS)	4877 ONITA DR	STATUTE OF LIMITATIONS	\$22.87
B0156QF00012	13215	2008	MILLER BRUCE E	3293 KENBRIDGE DR	STATUTE OF LIMITATIONS	\$30.58
B0157WH00010	13910	2008	NABORS J C & MILDRED	3616 GILLIA CL W	STATUTE OF LIMITATIONS	\$7.18
B0158FA00040	15394	2008	PRECISION EQUITY HOMES TN LLC	0 STERLAND CIR	STATUTE OF LIMITATIONS	\$3.18
B0149OC00001	19760	2008	WALKER ZINA & ERIC	7511 MADISON WOODS LN	STATUTE OF LIMITATIONS	\$0.01
B0166C00096	40015	2008	GRACE DEVELOPMENT LLC	0 ELMORE RD	STATUTE OF LIMITATIONS	\$38.38
B0148MG00014	40126	2008	SCHMITZ JEANNIE	6556 LUXURY CV	STATUTE OF LIMITATIONS	\$22.50
B0166C00096	40265	2008	GRACE DEVELOPMENT LLC	0 ELMORE RD	STATUTE OF LIMITATIONS	\$16.13
B0149TA00007	40282	2008	CHAMBERLAIN & MCCREERY INC	0 SHADOW RUN	STATUTE OF LIMITATIONS	\$15.35
B0148TB00003	40316	2008	HILL ANTONETTE Y	4744 DYLAN VALLEY DR	STATUTE OF LIMITATIONS	\$12.60
B0149OB00057	40326	2008	CLARK DEBORAH	4485 ALABASTER CV	STATUTE OF LIMITATIONS	\$25.87
B0157WH00001	40329	2008	SANDBYRD LLC	6440 GILLIA CL N	STATUTE OF LIMITATIONS	\$28.60
B0148MG00014	40330	2008	SCHMITZ JEANNIE	6556 LUXURY CV	STATUTE OF LIMITATIONS	\$19.80
B0157JH00010	30043	2009	STAGE ROAD CORP	STAGE PLAZA	STATUTE OF LIMITATIONS	\$54.66
B0157JH00010	30341	2009	STAGE ROAD CORP	STAGE PLAZA	STATUTE OF LIMITATIONS	\$139.36

Total Realty - Interest

\$551.25

BARTLETT WRITE-OFF

UNCOLLECTABLE INTEREST
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2023
 THRU JUNE 30, 2024

Personalty - Interest

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	INTEREST AMOUNT
PB140529	40604	2006	ENVIRONMENTAL SERVICES INC	1807 BARTLETT RD	STATUTE OF LIMITATIONS	\$109.48
PB119067	41408	2006	SIMPLY THE BEST CLEANERS	6525 MEMPHIS ARLINGTON #10	STATUTE OF LIMITATIONS	\$25.31
PB105998	43303	2007	TODD AIR CONDITIONING & REFRIG, LLC	6189 HAWTHORNE	STATUTE OF LIMITATIONS	\$0.23
PB129946	50109	2007	REPLAYS	7541 HIGHWAY 64	STATUTE OF LIMITATIONS	\$0.13
PB087359	50450	2008	CRUNK STANLEY R DDS	3051 KIRBY WHITTEN RD #4	STATUTE OF LIMITATIONS	\$13.03
PB140529	50621	2008	ENVIRONMENTAL SERVICES INC	1807 BARTLETT RD	STATUTE OF LIMITATIONS	\$5.37
PB068674	51337	2008	PORTER WILLIAM RICHRD, MD. PC	2743 SUMMER OAKS	STATUTE OF LIMITATIONS	\$14.35
PB192855	51650	2008	TATE & RICHARDSON PROPERTIES	4420 GUINEVERE LN	STATUTE OF LIMITATIONS	\$5.54
PB132232	50352	2009	CHILCUTT'S MARTIAL ARTS	7700 FLAHERTY PL	STATUTE OF LIMITATIONS	\$9.49

Total Personalty - Interest

\$182.93

BARTLETT WRITE-OFF

UNCOLLECTABLE PROPERTY MAINTENANCE CHARGES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022
 THRU JUNE 30, 2023

Property Maintenance

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	AMOUNT
B0157H0D00009	30098	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$314.90
B0157H0D00009	30196	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$309.79
B0157H0D00009	30287	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$189.72
B0157H0D00009	30463	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$369.15
B0157H0D00008	30127	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$349.84
B0157H0D00008	30215	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$500.10
B0157H0D00008	30288	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$372.93
B0157H0D00008	30444	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$432.41
B0157H0D00008	30501	2010	EDWARDS W TERRY	SUMMER OAKS DR	STATUTE OF LIMITATIONS	\$282.73

Total Property Maintenance

\$3,121.57

Total Write-Offs

\$8,683.25