



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

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

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present (6:44 PM), Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Monty West, Bartlett Baptist Church

FUTURE MEETINGS

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

Planning Commission, December 4 at 7 p.m.

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

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

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

RECOGNITIONS

Fire Department check presentation to WINGS Supportive Care

Fire Chief Terry Wiggins explained that the Fire Department sold Pink Heals t-shirts to raise funds for the WINGS Supportive Care Division of the University of Tennessee West Cancer Center. Chief Wiggins and his department staff presented Keri Burnette and Valerie Matthews, West Cancer Center, with a check for \$4,000.

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

MINUTES ACCEPTANCE

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

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

CONSENT AGENDA

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

- 1 Bid for two riding mowers. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Wooten for \$13,306 for one 60-inch mower and \$13,805 for one 72-inch mower, a total cost of \$27,111.00. Funds are available in Account 311.48311.785.30718.
- 2 Bid for one Ford F-350 with utility crane bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Country Ford at a cost of \$48,884.00. Funds are available in Account 311.48311.785.30718.
- 3 Bid for one 2018 International Flat Bed Truck. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Summit Truck at a cost of \$83,500.00. Funds are available in Account 311.48311.785.30718.
- 4 Bid for one single-axle truck with 10-foot dump body and snow plow/ salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Summit Truck at a cost of \$111,064.00. Funds are available in Account 311.48311.785.30718.
- 5 Bid for one tandem-axle truck with 16-foot dump body and snow plow/salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck at a cost of \$152,450.00. Funds are available in Account 311.48311.785.30718.
- 6 Bid for City Hall Interior Renovation, Phase 2. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from S. Webster Haining & Co. in the amount of \$146,569.00, plus a contingency amount of \$28,431.00 for a total cost of \$175,000.00. Funds are available in Account 311.48311.780.11018.

NEW BUSINESS

- 1 Appoint Tommy Gately as Assistant Fire Chief. (A. Keith McDonald, Mayor)**
Lieutenant Gately will be sworn in Friday, December 29 at 11 a.m. by Mayor McDonald in the City Hall Council Chamber. His term will begin January 1, 2018 and end December 31, 2018.

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

2 First Reading of Ordinance 17-07, an ordinance to amend Title 17, Chapter I, Sections 101, 102, and 105, and add Section 106 of the Codified Ordinances to address yard waste removal. (Mark Brown, Chief Administrative Officer) The public hearing to be set for January 9, 2018.

Chief Administrative Officer Mark Brown stated that earlier this year the Board held a work session to discuss how to address the excessive amount of residential yard waste. The Board and administration wanted to avoid adding several additional crews and equipment due to high costs.

This ordinance increases the amount of yard waste to be picked up to 12 cubic yards, nearly double the current amount. It also adds a process if the property owner places more than 12 cubic yards at the curb at one time. Either the City will pick it up for an additional fee, the resident can drop it off, or hire a contractor to remove it. This amendment also added that the mayor could make exceptions to the ordinance and can set different procedures during an emergency.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 12/12/2017 7:00 PM
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Mayor McDonald wished the citizens a happy, safe holiday season. He asked that if anyone drinks alcohol while out that they find a safe way home.

Debbie Gelineau, Director of Community Relations, announced the annual Christmas parade will be Saturday, December 2 starting at 4 p.m., and will run from the traffic light in front of McDonald's to Shelby Street.

ADJOURNMENT

Meeting adjourned at 7:15 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 14, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by David Smith, New Hope Christian Church

FUTURE MEETINGS

Board of Education, November 16 at 7 p.m.

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

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

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

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

RECOGNITIONS

Mayor's Youth Council fundraising efforts for Puerto Rico

Mayor's Youth Council President Sean Greene announced that the group raised \$4,104.25 for hurricane relief in Puerto Rico, and donated the funds to Samaritan's Purse. The Council raised the funds on Saturday, October 21 at the three local Kroger stores.

Fire Prevention Poster Contest Winners

Fire Marshal Howard McNatt stated that this year's theme is "Every Second Counts; Know Two Ways Out." The local winners will receive a cash prize and compete in the statewide competition.

The winners are:

Judah Maliskas, kindergartner at Bartlett Baptist

Ariel Woodall, first grader at Rivercrest Elementary

Charli Wiggins, second grader at Bon Lin Elementary

Kerrington Land, third grader at Rivercrest Elementary

Peyton Miller, fourth grader at Bon Lin Elementary

Reagan Frost, fifth grader at Ellendale Elementary

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

Vincent Vongphrachanh, sixth grader at Appling Middle
Emilia Shoror, seventh grader at Appling Middle
Hannah Raddatz, eighth grader at Appling Middle
Olivia Williams, ninth grader at Bartlett Academy

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

MINUTES ACCEPTANCE

Minutes of the October 24, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Fourteen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Bid for one snow plow and salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Stringfellow, Inc. at a cost of \$34,932.00. Funds are available in Account 311.48311.785.30718.
- 3 Bid for Singleton Community Center's gym roof replacement. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid for the Singleton Community Center's gym roof replacement project from Affordable Construction in the amount of \$114,500.00, plus a contingency amount of \$25,000.00. Ross Witt will provide construction management for \$6,700. The total project cost is \$146,200.00. Funds are available in Account 311.448311.780.51718.
- 4 Dispense with second Board of Mayor and Aldermen meeting in December. (Mark Brown, Chief Administrative Officer)**

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

NEW BUSINESS**I Appoint Anne Faulks to the BPACC Advisory Board. (A. Keith McDonald, Mayor)**

Ms. Faulks will complete John Levesque's term. Her term will expire December 31, 2017.

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

2 Resolution 48-17, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$8,049.55 and to amend the Fiscal Year 2018 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)

This grant of \$8,049.55 will cover half of the cost of the police department's bulletproof vest purchase. The City will match the second half.

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

3 Resolution 49-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mayor McDonald noted that this resolution allocates an additional \$5,000 to the Bartlett Square fund. The Bartlett City Schools administration offices are moving from Bartlett High School to Bartlett Square, which is east of Side Porch Steakhouse.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for two riding mowers.

On October 20, 2017 an ad was placed in *The Daily News*. On November 9, 2017 the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Barton	\$27,900.00 Kubota ZD1211R, 60 & 72
Kalb	\$27,600.00 Kubota ZD1211R, 60 & 72
Stateline	\$35,636.57 John Deere Z997R
Wooten	\$27,111.00 Kubota ZD1211R60 & 72 W/lights
	60" mower - \$13,306.00
	70" mower - \$13,805.00

We recommend the bid be awarded to Wooten for a total price of \$27,111.00.

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one Ford F-350 with utility crane bed.

On July 25, 2017 an ad was placed in *The Daily News*. On August 17, 2017, City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Country Ford	\$48,884.00 2017 F350
Lonnie Cobb Ford	\$49,111.00 2017 F350 with Knapheide bed
Freeland Automotive	\$50,295.00 2018 3500 Dodge Ram
Nesco Sales	\$68,412.00 2017 F350 with Knapheide bed

We recommend the bid be awarded to County Ford for a total price of \$48,884.00.

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one 2018 International Flat Bed Truck.

On October 24, 2017 an ad was placed in *The Daily News*. On November 9, 2017 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Summit Truck	\$83,500.00 2018 International 4400 with Godwin body & 4265 hoist
Tag Truck	\$86,500.00 Freightliner M2106 with Godwin body & 4265 hoist
Lonnie Cobb Truck	\$80,931.00 2018 F750 with series 2000 Platform body & Rugby LR-2688A lift
	** For Lonnie Cobb Truck** • Scissor hoist not acceptable. • Too many question marks on bid specs • Only 2yr transmission warranty, Summit has a 3yr warranty.

We recommend the bid be awarded to Summit Truck for a total price of \$83,500.00

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one single-axle truck with 10-foot dump body and snow plow/ salt spreader.

On October 12, 2017 an ad was placed in *The Daily News*. On November 2, 2017 the City received four bids, which were opened at City Hall.

Bids were received from the following companies:

State Truck	\$136,112.00
Summit Truck	\$111,064.00
Tag Truck	\$112,725.00
Summit- Alternate	\$109,790.00

We recommend the bid be awarded to Summit Truck for a total price of \$111,064.00.

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one tandem-axle truck with 16-foot dump body and snow plow/salt spreader.

On October 12, 2017, an ad was placed in *The Daily News*. On November 2, 2017 the City received three bids, which were opened at City Hall.

Bids were received from the following companies:

State Truck	\$161,460.00
Summit Truck	\$153,167.00
Tag Truck	\$152,450.00

We recommend the bid be awarded to Tag Truck for a total price of \$152,450.00.

Funds are available in Account 311.48311.785.30718.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 11/28/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for City Hall Interior Renovation, Phase 2.

The City Hall Interior Renovation Project, Phase 2 was advertised in *The Daily News* on October 18, 2017. The contractors that picked up bid documents are as follows:

Barnes & Brower
Design Specialties
S. Webster Haining & Co.
Terry Bell Construction
Wagner General
York Construction

On November 9, 2017, we received six bids for the construction of the City Hall Interior Renovation Project, Phase 2. The apparent low bidder, S. Webster Haining & Co., submitted a total base bid of **\$146,569.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to S. Webster Haining & Co. in the base bid amount of **\$146,569.00**, plus an additional amount of **\$28,431.00** for items that may need to be added during construction for a total not to exceed **\$175,000.00**. Funding is available in Account 311.48311.780.11018.

Bidder	Total Base Bid
Barnes & Brower	\$169,965.00
Design Specialties	\$172,211.00
S. Webster Haining	\$146,569.00
Terry Bell Construction	\$191,777.00
Wagner General	\$200,000.00
York Construction	\$157,100.00

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

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

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

Original
BID PRICING SHEET

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

Bidder agrees to construct all improvements to Bartlett City Hall, Phase 2, Bartlett, Tennessee as described in the specifications and shown on the plans, to include but not limited to:

TOTAL BID for Bartlett City Hall interior Renovations, Phase 2

ONE HUNDRED FORTY SIX THOUSAND FIVE HUNDRED SIXTY NINE (\$ *146,569*)
 Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Bid" shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

S Webster Haining & Co
 Contractor/Corporation Name

901 527-2727
 Phone

Pete Shoptaw
 Authorized Representative Signature

11/9/17
 Date

Pete Shoptaw VP
 Print Name

pete@swesterhaining.com
web@swesterhaining.com
sandy@swesterhaining.com
 E-mail Address

BPS-1a



S WEBSTER HAINING & CO
96 S FRONT ST
MEMPHIS TN 38103
901/527-2727

PRESIDENT:
SIDNEY W. HAINING
1490 W CRESTWOOD
MEMPHIS TN 38119

VICE PRESIDENT:
PETE SHOPTAW
318 N MCLEAN
MEMPHIS TN 38112

Should you have any problems with this transmission, please call 901/527-2727.
Our Fax Number is 901/527-2757
96 South Front Street, Memphis, Tennessee 38103, Phone 527-2727

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, November 9, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY 2018-10-031 BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2**" and addressed to:

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

There will be a **MANDATORY PRE-BID MEETING** on **November 2, 2017 at 2:00 p.m.** at Bartlett Engineering Office located at 6382 Stage Road, Bartlett, Tennessee. All Contractors bidding on the project are required to attend.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

Construction Plans, Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Once these (3) documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Document Received Form, and **email** it to:

Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document must be received later than 5:00PM CST on November 3, 2017. Failure to may disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to **Deb Ross** at deb@rossswitt.com. These questions must be received by Deb no later than 5:00PM CST on November 3, 2017.

Please quote prices on attached sheet

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

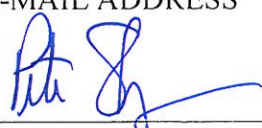
These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

S WEBSTER HAINING & CO
 NAME OF FIRM

96 S FRONT ST, MEMPHIS TN 38103
 ADDRESS

901/527-2727
 TELEPHONE

SANDY@SWEBSTERHAINING.COM
 E-MAIL ADDRESS


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

PETE SHOPTAW
 PRINT NAME

NB-1

Attachment: S. Webster Haining & Co Bid (LOW BIDDER) (2258 : Bid for Bartlett City Hall Interior Renovation Phase 2)

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

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

S WEBSTER HAINING & CO

Print Name PETE SHOPTAW

Signed 

Title VICE PRESIDENT

Subscribed and sworn before me this 9TH day of NOVEMBER, 20 17.

Signed  Print Name SANDRA S GALTELLI

Title NOTARY PUBLIC

My commission expires: SEPTEMBER 29, 20 18.



MY COMMISSION EXPIRES:
SEPTEMBER 29, 2018

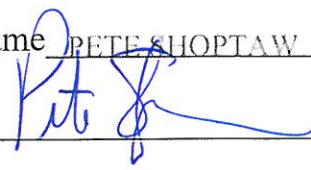
NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

Suspension And Debarment Certification (signature page)

Company/Firm S WEBSTER HAINING & CO

Print Name PETE SHOPTAW

Signed 

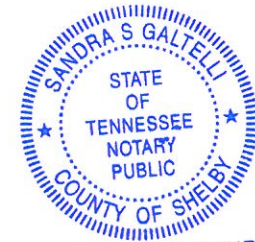
Title VICE PRESIDENT

Subscribed and sworn before me this 9TH day of NOV, 20 17.

Signed  Print Name SANDRA S GALTELLI

Title NOTARY PUBLIC

My commission expires: SEPTEMBER 29, 20 18.



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

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
Sealed Bid #: FY2018-10-031
Due Date: November 9, 2017

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TENNESSEE)
) s.s.
County of SHELBY)

PETE SHOPTAW, being first duly sworn, deposes and says that:

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

(Signed)

(Title) VICE PRESIDENT

Subscribed and sworn before me this 9TH day of NOV, 20 17

Indu S Solali (Title) NOTARY PUBLIC

My commission expires SEPTEMBER 29 2018.



MY COMMISSION EXPIRES:
SEPTEMBER 29, 2018

NCA-1

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

CONTRACT MONITORING

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

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

Company Name: S WEBSTER HAINING & CO Date: 11/9/17

Gender: Male X Female

Race: Caucasian X

African American

Hispanic

Other (please specify) .

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

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: S WEBSTER HAINING & CO Date Completed: 11/9/17

Address: 96 S FRONT ST

City: MEMPHIS State: TN Zip: 38103

Phone: 901/527-2727 Fax: 901/527-2757

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

1. Are Title VI posters visible to staff? If yes, where? ON JOBSITES AND IN OUR OFFICE
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? YES
3. How is Title VI information disseminated to new/current employees?
POSTERS AND BROCHURES

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
VIA CONTACTING MINORITY BUSINESS COUNCIL, UNIFORM CERTIFICATION AGENCY, REQUESTING PARTICIPATION ON SOCIAL MEDIA, AND RESEARCHING VARIOUS MWBE LISTS MAINTAINED BY MEMPHIS, SHELBY COUNTY, UNIV. OF MEMPHIS AND MSCAA
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts? As of this date we are not or have not worked on federally funded projects that require the tracking and monitoring of subcontracts. We have however reviewed the requirements and would comply with those requirements and provide a documented process to do so.
6. Provide documentation to show that contracts contain non-discrimination assurance language.
SEE ATTACHED
7. Provide complaint procedures and attach complaint log form.
SEE ATTACHED
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) ATTACHED GUIDANCE FOR FEDERALLY CONDUCTED AND FEDERALLY ASSISTED PROGRAMS

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

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

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



PETE SHOPTAW, VP

11/9/17

Signature of Authorized Official
 S WEBSTER HAINING & CO

Date

BARTLETT CITY HALL INTERIOR RENOVATIONS, PHASE 2
 Sealed Bid #: FY2018-10-031
 Due Date: November 9, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, S. Webster Haining & Co.
96 S. Front St., Memphis, TN 38103 As Principal, and
The Hartford Fire Insurance Company as Surety, are hereby held and firmly bound
 unto City of Bartlett, TN as OWNER in the penal sum of Five Percent
5% of BID for the payment of which, well and truly to be
 made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this 9th day of November, 20 17.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID
 attached hereto and hereby made a part hereof to enter into a contract in writing, for the
FY 2018-10-031 Bartlett City Hall Interior renovations, phase 2

NOW, THEREFORE,

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

BB-1

Attachment: S. Webster Haining & Co Bid (LOW BIDDER) (2258 : Bid for Bartlett City Hall Interior Renovation Phase 2)

POWER OF ATTORNEY

Direct Inquiries/Claims to 6.6.a

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

Agency Name: HARWELL GREEN INS SERVICES LLC
Agency Code: 43-230189

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

William P. Harwell, Jr., Ron Rinaldi of MEMPHIS, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 9, 2017

Signed and sealed at the City of Hartford.



Kevin Heckman

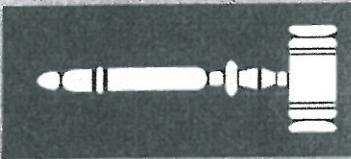
Kevin Heckman, Assistant Vice President



TITLE VI ASSURANCE STATEMENT

No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under Title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminatee.

Should you have any problems with this transmission, please call 901/527-2727.
Our Fax Number is 901/527-2757
96 South Front Street, Memphis, Tennessee 38103, Phone 527-2727



EQUAL OPPORTUNITY TREATMENT

♦ IS ♦ THE ♦

LAW



Title VI of the Civil Rights Act of 1964 prohibits federally assisted programs from discriminating based on race, color or national origin.

The Tennessee Department of Mental Health and Substance Abuse Services also requires that its services be offered to all eligible persons regardless of race, color or national origin.

Should you feel you have been discriminated against, contact your local Title VI representative listed below:

(name)

(location)

(phone number)

Prohibited Practices Include:

- Denying program services because of race, color or national origin.
- Applying different standards for the same types of services.
- Segregating clients solely because of race, color or national origin.
- Restricting access to program services or benefits.
- Impairing human dignity by manner of address or treatment.
- Failing to make allowances for limited English proficiency (LEP).

Discrimination Is Prohibited

Tennessee Human Rights Commission, 312 Rosa Parks Blvd., 23rd Floor Snodgrass Bldg., Nashville, TN 37240, 1-800-252-3589

TN Department of
Mental Health &
Substance Abuse Services

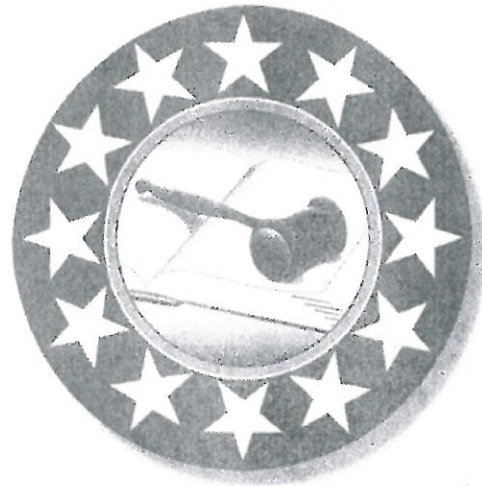
Pursuant to the State of Tennessee's policy of non-discrimination, the Department of Mental Health and Substance Abuse Services does not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military services in its policies, or in the employment in, its program, service or activities.

The Tennessee Department of Mental Health and Substance Abuse Services is committed to principles of equal opportunity, equal access and affirmative action. Contact the department's EEO/AA Coordinator at (615) 532-6580 or the Title VI Coordinator at 1-800-560-5767.

EQUAL OPPORTUNITY
Is the

LAW

in
TENNESSEE

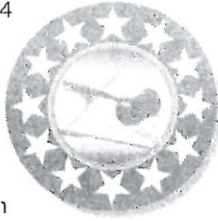


Tennessee Department
of Mental Health and
Substance Abuse Services



Department of Mental Health and Substance Abuse Services, Authorization #339429. 5,000 copies, March 2014. This public document was promulgated at a cost of \$.16 per copy.

The Civil Rights Act of 1964 was passed to ensure the people of the United States equal treatment, rights and opportunities regardless of race, color, or national origin. Title VI of that Act prohibits discrimination in federally funded programs.



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

Included under National Origin is discrimination based on a person's inability to speak, read, write, or understand English. Persons whose primary language is not English can be Limited English Proficient or "LEP." These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

All programs and operations of entities that receive assistance from the federal government must comply.

It is important that all applicants and recipients of services know about their rights under the law, and that employees of the Department of Mental Health and Substance Abuse Services as well as other agencies, organizations, institutions, and contractors providing services with state support understand what the law requires.

The Department of Mental Health and Substance Abuse Services requires a statement of compliance with the Civil Rights Act before entering into a contract or other agreement with any vendor for the purchase of care, services, or other benefits on behalf of persons served by the programs of the Department of Mental Health and Substance Abuse Services.

Any person who applies for or receives any benefit or service provided by the Department of Mental Health and Substance Abuse Services may file a complaint if he or she has had unfair or different treatment because of race, color, or national origin.

Complaints must be filed in writing with the Title VI representative of the location of the alleged discrimination or with the appropriate regional or central office of the Department of Mental Health and Substance Abuse Services or with the Office of Civil Rights, 101 Marietta Tower, Suite 2706, Atlanta, Georgia 30323.

The Department of Mental Health and Substance Abuse Services does not, because of race, color, or national origin;

Deny any individual any services, opportunity, or other benefit for which he is otherwise qualified;

Provide any individual with any service, or other benefit, which is different or is provided in a different manner from that which is provided to others under the program;

Subject any individual to segregated or separate treatment in any manner related to his receipt of service;

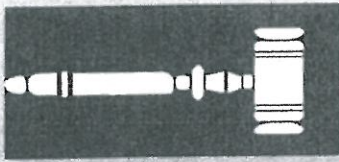
Restrict an individual in any way in the employment of services, facilities or any other advantage, privilege or other benefit provided to others under the program;

Adopt methods of administration which would limit participation by any group of recipients or subject them to discrimination;

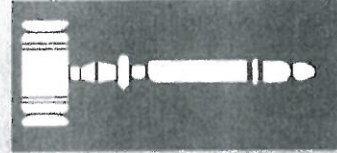
Address an individual in a manner that denotes inferiority because of race, color, or national origin.

For further information, contact the Title VI Coordinator at:

Office of Consumer Affairs
Department of Mental Health and
Substance Abuse Services
5th Floor, Andrew Jackson Building
500 Deaderick Street
Nashville, Tennessee 37243



LA LEY ESTABLECE LA IGUALDAD DE OPORTUNIDADES



El Título VI del Decreto de Derechos Civiles de 1964 prohíbe que los programas que reciben ayuda del gobierno federal discriminen en base a raza, color o nacionalidad de origen.

El Departamento de Salud Mental y Servicios para el Abuso de Sustancias de Tennessee también requiere que sus servicios sean ofrecidos a todas las personas elegibles sin distinción de raza, color, o nacionalidad de origen.

Si usted considera que ha sido víctima de actos de discriminación, póngase en contacto con su representante local del Título VI listado a continuación:

_____ (nombre)

_____ (localidad)

_____ (número de teléfono)

Las Prácticas Prohibidas incluyen las siguientes:

1. Negar servicios en base a raza, color, o nacionalidad de origen.
1. Aplicar estándares diferentes para el mismo tipo de servicio.
1. Segregar a los clientes únicamente en base a raza, color, o nacionalidad de origen.
1. Restringir acceso a servicios o beneficios del programa.
1. Impedir la dignidad humana por manera de dirigirse o tratamiento.
1. No considerar a las personas con dominio limitado del inglés (LEP).

Se Prohíbe la Discriminación

Comisión de Derechos Humanos de Tennessee, 312 Rosa Parks Blvd., Piso 23 Snodgrass Edificio, Nashville, TN 37240, 1-800-252-3589
Tennessee Human Rights Commission, 312 Rosa Parks Blvd., 23rd Floor, Snodgrass Bldg., Nashville, TN 37240, 1-800-252-3589

TN

Mental Health &
Substance Abuse Services

De acuerdo con las especificaciones establecidas en las normas antidiscriminatorias del Estado de Tennessee, el Departamento de Salud Mental y Servicios de Abuso de Sustancias de Tennessee no discrimina en sus normas, basado en la raza, sexo, religión, color, origen nacional o étnico, edad, incapacidad, o el servicio militar realizado por la persona, ni tampoco en la admisión o el acceso que pueda tener un individuo, el tratamiento o empleo en sus programas, servicios o actividades.

El Departamento de Salud Mental y Servicios de Abuso de Sustancias de Tennessee, está dedicado a los principios de igualdad de oportunidades, de igualdad de acceso y de acción afirmativa. Si necesitara más información al respecto, póngase en contacto con el Coordinador del EEO/AA del Departamento, llamando al (615) 532-6580, con el Coordinador del Título VI al (615) 532-6700 o con el Coordinador del ADA, al (615) 532-6700.

Si necesita más información, póngase en contacto con el Coordinador del Título VI, a la siguiente dirección:

Office of Consumer Affairs
Departamento de Salud Mental y
Servicios de Abuso de Sustancias
Torre Andrew Jackson, Piso 5
500 Deaderick Street
Nashville, Tennessee 37243

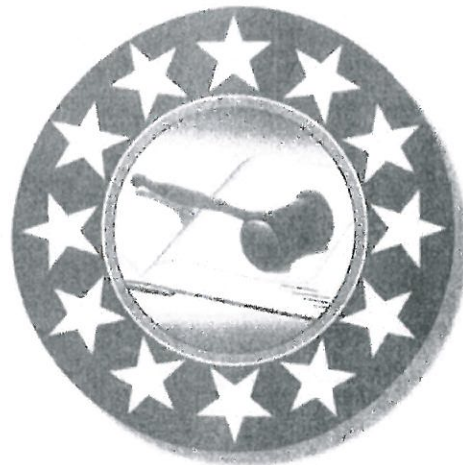


Department of Mental Health and Substance Abuse Services, Authorization #3354296, 5,000 copies, March 2014. This public document was promulgated at a cost of \$.19 per copy.

La Igualdad de
Oportunidades es

LEW

en el Estado de
TENNESSEE



Departamento de Salud Mental y
Servicios de Abuso
de Sustancias de Tennessee

El Decreto de Derechos Civiles de 1964 fue aprobado para asegurar un trato de igualdad, los derechos y oportunidades a los habitantes de los Estados Unidos, sin distinción de raza, color o de origen nacional. El Título VI del Decreto prohíbe la discriminación en los programas financiados por el gobierno federal.



"Ninguna persona habrá de ser excluida en los Estados Unidos, como consecuencia de su raza, color o por su origen nacional, de ningún tipo de participación, ni se le negarán los beneficios, ni será sujeta a discriminación bajo ningún programa o actividad que reciba ayuda financiera federal."

Incluido bajo el Origen Nacional está la discriminación basada en la inhabilidad de la persona para hablar, leer, escribir y entender el Inglés. Las personas cuyo primer idioma no es el Inglés, podrían clasificarse como Limitación en la Proficiencia del idioma Inglés o "LEP". Estos individuos podrían tener derecho a ser asistidos en el lenguaje con respecto a un tipo particular de servicio, beneficio u otra ayuda. Todos los programas o entidades que reciben fondos del gobierno federal tienen que cumplir con este requisito.

Es importante que todos los solicitantes, así como los que reciban servicios, sepan cuáles son sus derechos, de acuerdo con las especificaciones de la ley, y que los empleados del Departamento de Salud Mental e Invalidez en el Desarrollo, del mismo modo que los de otras agencias, organizaciones, instituciones, así como de organismos que provean sus servicios con la patrocinación del Estado, comprendan lo que la ley requiere.

El Departamento de Salud Mental y Servicios de Abuso de Sustancias de Tennessee requiere la presentación de una declaración de aceptación y cumplimiento del Decreto de Derechos Civiles, antes de formalizar un contrato o cualquier otro tipo

de acuerdo con cualquier proveedor, para la adquisición de cuidados, servicios u otros beneficios a nombre de personas beneficiadas por los programas del Departamento de Salud Mental e Invalidez en el Desarrollo.

Cualquier persona que solicite o reciba cualquier beneficio o servicio provisto por el Departamento de Salud Mental e Invalidez en el Desarrollo, podrá presentar una demanda, en el caso de que esta persona haya recibido un trato injusto o diferente como consecuencia de su raza, color o su origen nacional.

El Departamento de Salud Mental y Servicios de Abuso de Sustancias de Tennessee como consecuencia de la raza, color u origen nacional de cualquier persona:

— No le niega a ninguna persona ningún servicio, oportunidad, o cualquier otro beneficio por el que de otra forma la persona cualifique;

— No provee a ningún individuo con otro servicio u otro beneficio del cual es provisto a otros individuos bajo el mismo programa;

— No obliga a ningún individuo a aceptar tratamiento segregado o separado, de ninguna forma, con respecto a su derecho a recibir el servicio;

— No restringe a ningún individuo ni en ninguna forma, en el empleo de servicios, instalaciones o ningún otro tipo de ventajas, privilegios u otros beneficios provistos a otras personas, bajo el mismo programa;

— No adopta métodos de administración que pudieran limitar la participación de cualquier grupo de recipientes, o someterles a ningún tipo de discriminación;

— No trata a ningún individuo de manera que denote inferioridad debido a su raza, color u origen nacional.

SUBCONTRACT AGREEMENT «NUMBER»

This agreement dated this _____, A.D., by and between **S WEBSTER HAINING CO.**, hereinafter called the "Contractor" and **«SUBVEN»«ADDRESS»«CITY»** an individual, partnership, corporation, hereinafter called the "Subcontractor."

For and in consideration of the mutual covenants and agreements hereinafter contained, it is covenanted and agreed as follows:

ARTICLE 1. The Sub-contractor shall furnish and pay for all labor and materials necessary attachments, anchors, hardware, sub-structure, tools and equipment hoisting facilities, power and fuel, light, transportation, scaffolding protection, drawings, field measurements, and shall pay for all permits, licenses, fees, taxes, (Federal, State and local), insurance, and deposits to fully construct, install, and perform in every respect, in strict accordance with Plans, Specifications and all Addenda (Exhibit "A"), prepared by **«Architect»**

This subcontractor is to provide all necessary labor, tools, supervision, taxes, materials and insurance required for the complete installation of the **«WORK»** work as per Exhibit "B".

All work shall be in strict accordance with the following plans and specifications and applicable revisions there to for the construction of:

for _____ hereinafter called the "Owner," and subject to all provisions and terms of Contract between Contractor and Owner dated NA relating to this agreement and in strict accordance with the specifications, amendments thereto, and instruction of the Owner's representative in conformity therewith of the Specifications and Addenda relating thereto. This shall cover all items shown in the drawings even though not specifically mentioned in the specifications. The word Architect shall also be construed to include "and/or the Owner."

The Contractor will furnish the Sub-contractor, upon written request, all pertinent full size details which are required by the Subcontractor and which are furnished to the Contractor by the Architect. The subcontractor shall furnish complete information to inter-relating sub-contractors to coordinate the work as is required by the contractor.

The Subcontractor shall sign the contract set of plans and specifications before the commencement of any work hereunder if required by Contractor.

ARTICLE 2. The Contractor shall pay to the Subcontractor for the faithful performance of this agreement the sum of: \$ **«AMOUNT»** the manner following:

On or about the 20th day of each month, upon the receipt of an itemized statement, not later than the 25th day of the previous month, a sum equal to 90 per cent of the cost of all labor and materials installed or, if provided in the specifications, materials delivered to and stored on the site during the preceding month and for which the Subcontractor has paid, per invoices rendered by suppliers of any services or materials used in the performance of this agreement, and for which payment has been made to the contractor by the Owner; PROVIDED, HOWEVER, that the final payment hereunder shall be made by the Contractor within 30 days after receipt of written guarantees as required by the applicable division or divisions of the specifications and the general conditions thereof and after labor and material installed by the Subcontractor shall have been completed and approved by the Architect and paid for by the Owner. It is understood and agreed that no payment by the Contractor to the Subcontractor hereunder shall be construed to be an approval of the Subcontractor's performance hereunder or any part thereof.

The sub-contractor shall submit to the Contractor, if so requested by the contractor, in affidavit form immediately upon the execution of this agreement and monthly thereafter, the complete breakdown of this contract price, with the names and amounts of all material contracts, sub-contracts, details of labor distribution, miscellaneous expenses, overhead and profit for the purpose of computing the extent of payment or payments made or to be made hereunder by the Contractor to the Sub-contractor.

ARTICLE 3. The Sub-contractor agrees that he will within ten (10) days from date of notice, at the option of the Contractor, provide the Contractor with a bond for the full amount of this sub-contract, conditioned for the faithful performance of this agreement in all of its particulars, duly executed with sure company acceptable to the Contractor as Surety, and in form and contents acceptable to the Contractor and Owner. Premium is to be paid by NOT REQUIRED.

ARTICLE 4. The Sub-contractor shall comply with all lawful labor regulations prevailing in the localities and districts where the work hereunder is to be performed and shall comply with their wage requirements, and the scale of wages listed in the Specifications is the minimum to be paid by the Sub-contractor and that this agreement covers all wages now in effect or to become effective and that all of said wages are subject to the requirements set forth in said contract between the Contractor and Owner.

ARTICLE 5. All work hereunder shall be done in a good workmanlike manner and shall be subject to the inspection and approval of the Architect or Owner's authorized representatives and shall be subject to the final approval of the Owner. The decision of the Architect in respect to all questions arising under the performance of such work shall be binding upon the Contractor and Subcontractor. The subcontractor shall provide sufficient, safe and proper facilities at all time for the inspection of the work by the Architect, the Contractor or their authorized representative and the Subcontractor shall at once remove all materials and take down and rebuild all portions of the work rejected or condemned by the Architect or Contractor upon receiving written notice of such rejection or condemnation.

ARTICLE 6. The Subcontractor will promptly begin said work as soon as he is notified by the Contractor that the ground is clear or the structure far enough advanced to allow the beginning of the work to be done hereunder, and will carry forward and complete said work as rapidly as said Contractor may judge the progress of the structure will permit, unless detailed by other subcontractor, in which event, he will promptly notify the Contractor in writing, who, if satisfied that said delay is caused by others than said subcontractor hereunder, will allow additional time sufficient in his judgment to make up the time so lost. This paragraph shall also cover any extra work done or materials furnished under this contract, but no additions to the contract price will be allowed for any delay.

ARTICLE 7. The Subcontractor will furnish said materials, including all necessary scaffolding, and prosecute said work with due diligence, without delay, and will not in any manner, by delay or otherwise interfere with the work of the Contractor or other subcontractors. Should the contractor conclude that the said Subcontractor is not performing the work the work hereunder with due diligence, the Contractor shall so notify said Subcontractor in writing and demand that said Subcontractor furnish whatever materials and additional labor are in the in the opinion of the Contractor necessary to diligence perform the work hereunder. In the event that the Subcontractor fails to comply with said demand within 48 hours after the receipt thereof, the Contractor shall have the right to furnish said materials and additional labor and charge the expense thereof to the said Subcontractor and deduct the same from the contract price herein.

ARTICLE 8. The Subcontractor shall take and pay for Employer's Liability and Workmen's Compensation, Public Liability, Automobile and Property damage Insurance in amounts specified by the General Contractor and shall furnish in quadruplicate, Certificate of Insurance

immediately upon executing this agreement; similarly, all other insurance and insurance information required by the contract plans and specification and contractor's contract with Owner, as applicable hereto, is to be immediately filed by Subcontractor with Contractor. INSURANCE REQUIREMENTS ARE AS SHOWN IN Exhibit "C" INSURANCE REQUIREMENTS.

ARTICLE 9. TO THE FULLEST EXTENT PERMITTED BY LAW, THE Subcontractor shall fully indemnify, defend and hold harmless the Owner, Contractor, Architect, Architect's consultants and agents and all employees and agents of any of them, from and against any and all suits, claims, actions, judgments, damages, losses, and expenses (including but not limited to attorneys' fees and litigation expenses) arising directly or indirectly out of, or in connection with, the obligations herein undertaken, or resulting out of, or in connection with, operations performed by or conducted by (or in the work area of) the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts and omissions they may be liable provided that such claim, loss, damage or expense is attributable to the bodily injury, sickness, disease or death to third parties and employees of the contractor, subcontractor or any directly or indirectly employed by them or anyone for whose acts they may be liable. To the fullest extent permitted by law, all of Subcontractor's indemnity obligations agreed to herein shall be binding on Subcontractor without regard to whether such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder. Such obligations shall not negate, abridge or otherwise reduce other rights or obligations of indemnity or agreements to procure insurance which otherwise exist as to a party or person described in this Paragraph. Subcontractor will purchase insurance required elsewhere in this Subcontract and name Owner, Contractor, and Architect as additional insureds on a primary and non-contributory basis over any other liability insurance which may be available to the Owner, Contractor, and the Architect to fully insure the indemnity obligations made herein and in any other portion of the Subcontract.

ARTICLE 10. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made, in which event, the change shall be specified in detail as to extra work or changes desired, the price to be paid or the amount to be deducted should said change increase or decrease the amount to paid hereunder.

ARTICLE 11. The Subcontractor knows that the contractor must complete the performance of its contract with the Owner on or before the contract time limit named in the contract specifications, and the Subcontractor covenants and agrees that the work provided for herein shall be entirely completed on or before the date set out in the Contractor's Progress Schedule pertaining to the work to be performed here hereunder. The Subcontractor shall submit all samples; furnish shop drawings, insurance information and certificates, breakdowns, schedules, etc., as requested by the Contractor within fifteen (15) days after the date of this agreement.

ARTICLE 12. The Subcontractors will perform all work both in the shop and in the field well in advance of other trades and as expeditiously as possible in order not to hold up progress of other trades; Subcontractor's Progress Schedule to be furnished to Contractor immediately upon execution of this agreement. Subcontractor shall pay for all necessary local, Municipal, Federal and State permits, fees, deposits licenses, bonds, taxes, etc., necessary to complete and relating to his work. Subcontractor agrees to furnish to Contractor, when requested, all information, records, tax returns, paid bills, affidavits on proper forms required by Contractor, from time to time as required by the Statutes of all local, Municipal, Federal, and State Commissions. Subcontractor shall comply with all Codes of Fair Competition and any subsequent revisions applicable to his trade during the term of this contract and will furnish in duplicate Certificates covering same. Subcontractor agrees to submit with each application for payment necessary releases, affidavits, breakdowns, waivers, etc., as required. Subcontractor agrees to pay for all pro-rata and back charge expenses for which he is directly responsible.

ARTICLE 13. No allowance for time will be made Subcontractor for delay in preparing and submitting his drawings and samples or in securing approval of Architect hereto when such drawings, samples, etc., are not properly prepared for approval of Architect, or in insufficient number of copies. When extension of time has been granted Contractor by Architect or Owner, the same time extension will extend Subcontractor's contract completion date, but no additions to the contract price will allowed for such delay.

The said subcontractor shall not employ any workman whose employment on the building or improvements may be objected to by the Architect or Owner, or the Contractor.

ARTICLE 14. It is expressly understood and agreed by and between the parties hereto that time is and shall be considered the essence of the contract on the part of the Contractor, and in the event that the said Subcontractor shall fail in the performance of the entire work to be performed under this contract, by and at the time or times herein mentioned, the said Subcontractor shall pay unto the said Contractor as and for liquidated damages, and not as a penalty, the sum set forth in the contract specifications, which said sum of \$N/A per day, in view of the difficulty of estimating such damages with exactness, is hereby expressed, fixed, computed, determined, and agreed upon as damages which will be suffered by the Contractor by reason of such default; and it is understood and agreed by the parties of this contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract, which said sum the said Contractor shall have the right to deduct from any monies otherwise due or to become due to the said Subcontractor, or to sue for and recover compensation or damages for non-performance of this contract at the time or times stipulated or provided for.

ARTICLE 15. Should said subcontractor fail to begin, continue, and complete work as hereinbefore provided and should the Contractor suffer or permit said Subcontractor to occupy more time than required under this agreement, in that event the said Subcontractor hereby covenants and agrees to indemnify and save harmless the said Contractor from any loss or damages which may be compelled to make good to the Owner of said building, under or by virtue of the Contract with the Owner, for or on account of delay in the completion thereof, insofar as said delay was caused by the said Subcontractor, and all monies withheld by the Contractor, as hereinbefore provided, shall be forfeited to the Contractor by the Subcontractor as liquidated damages therefore.

ARTICLE 16. The subcontractor shall reimburse the Contractor upon demand for all monies for freight, payrolls, and all other monies advanced by the Contractor for and on behalf of the Subcontractor, together with an additional sum equal to two per cent (2%) on all of such monies so advanced to defray the handling charges of the Contractor thereon. The subcontractor shall also reimburse the Contractor upon demand for the costs of all services, labor, material, attorney's fees, etc. furnished by the Contractor for or on behalf of the Subcontractor together with an additional sum equal to twenty per cent (20%) of such costs to defray the overhead costs of the Contractor.

ARTICLE 17. OPTIONS:

17.10 The subcontractor shall be required to furnish any labor, material or equipment whether shown specifically or not shown, if it is determined by the contractor this material or labor would be necessary for a complete and satisfactory job in every way.

17.11 Should the contractor request that the subcontractor perform work beyond the requirements of this contract, the contract documents, or Section 17.10 above, the following method of determining the extra cost of the work will be used: The subcontractor, upon verbal or written notice to the office or field representative, will present a written lump sum bid, within 24 hours of the notification, to the contractor. Should the contractor determine the lump sum bid is unreasonable, it will be the contractor's option to direct the subcontractor to perform the work at only the total direct cost of labor and material, plus 15 per cent (15%) overhead and profit. No indirect or supervision cost to be included. Further, it is agreed the total of the cost plus the overhead and profit will not exceed the lump sum bid for the work. Should the cost of the work exceed the lump sum cost bid, the excess will be deducted from the subcontract amount. This subcontractor will make every effort to aid completion of the extra work by others and in no way will hinder such work.

17.12 If it is agreed to waive the payment and performance bond requirements of Article 3, all payments to the subcontractor may

be made jointly to the subcontractor and his suppliers.

17.13 Subcontractor agrees to fully comply with the Occupational Safety and Health Act of 1970 and any and all regulation issued pursuant thereto. Subcontractor, as a term and condition of this subcontract, is to hold the contractor harmless from any claims or charges of any kind by reason of subcontractor failing to fully comply with the act and regulations and agrees to reimburse the contractor for any fines, damages, or expenses of any kind incurred by the contractor by reason of the subcontractor's failure to comply.

17.14 It will be this subcontractor specific duty to coordinate the installation of his work with all other trades and do so well in advance of the work, so as to eliminate replacing, removing, patching or otherwise causing extra work to the contractor or other subcontractors. This subcontractor will be held accountable for all extra work by others should the contractor determine the subcontractor has not diligently attempted to coordinate his work with all other trades. Coordination will be construed to mean, but not limited to: Building in of material furnished to the subcontractor; cutting and blocking out required by other trades; providing all construction to meet all codes; coordinating millwork finish dimensions with rough openings; mechanical and electrical connections; coordination of mechanical and electrical with all other trades and codes.

17.15 It will be the subcontractor's duty to perform all work in a manner that will meet all requirements of applicable building codes. Should the plans and specifications differ from the code requirements, the contractor may require either the code construction or that detailed in the plans and specifications, whichever is more stringent or desired by the Owner. The subcontractor will then correct any work installed or revise his procedures accordingly.

17.16 In the event **S. Webster Haining Co. (CONTRACTOR)** is required to take any action to enforce the terms of this agreement or in the event subcontractor defaults in the performance of any of the terms and/or conditions contained herein, Subcontractor agrees to pay Contractor's reasonable attorney fees as well as all other expenses incurred in the enforcement of this agreement.

ARTICLE 18. OTHER. Subcontractor is responsible for the cleanup of his debris, removed from the jobsite daily. Subcontractor shall, unless otherwise specified, guarantee his work to be free of defects in material and workmanship for a period of twelve (12) months beginning upon the Owner's acceptance of substantial completion of this project. Subcontractor shall employ a crew of sufficient size and skills to meet the progress schedule defined by the general contractor.

This contract can be nullified at the sole option of the general contractor provided that no work has commenced hereunder. In the event of picket lines at the jobsite this subcontractor agrees to nevertheless complete all work included herein.

ARTICLE 19. This agreement shall not be assigned by the Subcontractor without first having obtained the written consent thereto of the Contractor and any attempt by the subcontractor to assign said contract shall operate as an instant repudiation of the contract by the Subcontractor and thereupon the rights of the Contractor and Subcontractor shall be determined in the same manner as though the Subcontractor had at the time of such attempted assignment failed and refused to commence or continue to perform the contract.

ARTICLE 20. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

ARTICLE 21. The Contractor and Subcontractor have read and fully understand all of the terms of this agreement and it is covenanted and agreed by the Contractor and the Subcontractor that all promises negotiations, understandings, or agreements of any kind prior to the date of this agreement not contained herein are hereby expressly waived and that this instrument shall constitute for the entire agreement between the Contractor and Subcontractor.

This agreement shall ensure to the benefit of and be binding upon the executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

«SUBVEN»
SUBCONTRACTOR

S WEBSTER HAINING CO.

BY: _____

DATE: _____

DATE: _____



STATE OF TENNESSEE
TENNESSEE HUMAN RIGHTS COMMISSION
CENTRAL OFFICE
TENNESSEE TOWER
 312 ROSA L PARKS AVE, 23RD FLOOR
 NASHVILLE, TENNESSEE 37243
 (615) 741-5825 Fax (615) 253-1886
 Toll Free: 1-800-251-3589
 Spanish Toll Free Line: 1-866-856-1252
www.tn.gov/humanrights

FILING A DISCRIMINATION COMPLAINT
WITH THE TENNESSEE HUMAN RIGHTS COMMISSION (THRC)

The Tennessee Human Rights Commission is an independent state agency which investigates allegations of discrimination in housing, employment, Title VI and places of public accommodations. If you feel that you have been discriminated against because of your race, color, gender, disability, national origin, religion, creed, familial status or age (40 and over) then you may file a complaint of discrimination. If the complaint is jurisdictional, then THRC will investigate the matter. Complaints of discrimination must be filed with the Commission within 180 days of the alleged discriminatory act.

Please note that a delay could occur in the investigation of your charge if the complaint is not filled out properly. To assist the Tennessee Human Rights Commission with providing efficient service to you, please make sure that you do all of the following:

- Clearly print your answers;
- Answer all questions that apply to your allegations;
- Sign and date the complaint form;
- Submit the original form to the Commission; and,
- Keep the Commission informed of any changes in your address or contact numbers.

A copy of this complaint and any documents which you attach to it, except for the witness list, will be forwarded to the respondent whom you allege discriminated against you. The respondent will be given an opportunity to respond to your allegations, and a THRC investigator will be assigned to investigate your complaint.

Title VI Notice

Title VI of the Civil Rights Act of 1964 (42 United States Code § 2000d) and Tennessee Code Annotated § 4-21-904 provide that any entity receiving Federal financial assistance may not discriminate against their program beneficiaries or participants based on their race, color, or national origin. The Tennessee Human Rights Commission does not discriminate against any person based on race, color, national origin, gender, religion, disability, age, creed, familial status, or on any other basis legally prohibited by or protected by Federal or State law. Parties who wish to file a complaint against the Tennessee Human Rights Commission for violation of Title VI of the Civil Rights Act of 1964 under 42 U.S.C. § 2000d or under T.C.A. § 4-21-904 should direct such complaints to either the Tennessee Human Rights Commission, the United States Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity, or the United States Equal Employment Opportunity Commission.



STATE OF TENNESSEE
TENNESSEE HUMAN RIGHTS COMMISSION
CENTRAL OFFICE
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 Toll Free: 1-800-251-3589
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www.tn.gov/humanrights

DISCRIMINATION COMPLAINT
 (DEPARTMENT USE ONLY)

THRC# _____ HUD# _____ EEOC# _____

1. TYPE OF COMPLAINT. Check which type of complaint you are filing:

☐ EMPLOYMENT
 ☐ HOUSING
 ☐ PUBLIC ACCOMMODATION
 ☐ TITLE VI

2. COMPLAINANT CONTACT INFORMATION. Provide your name and address.

NAME _____	ADDRESS _____
TELEPHONE () _____	APT NO. _____ CITY _____
E-MAIL: _____	COUNTY _____ STATE _____ ZIP _____
DATE OF BIRTH _____	

Provide the contact information of someone who can assist us in contacting you should we have difficulty in reaching you.

NAME _____	ADDRESS _____
TELEPHONE () _____	CITY _____ STATE _____ ZIP _____
CELL () _____	

3. RESPONDENT CONTACT INFORMATION.

Provide the name of the entity (employer / housing provider/ business/agency) and address that you believe discriminated against you:

ENTITY _____	ADDRESS _____
TYPE OF BUSINESS _____	CITY _____ STATE _____ ZIP _____
(FOR EMPLOYMENT ONLY) NAME OF IMMEDIATE SUPERVISOR _____	TELEPHONE () _____ COUNTY _____

4. WHEN DID THE DISCRIMINATORY ACT(S) OCCUR?

Beginning date of the alleged discriminatory act? _____

Most recent date of the alleged discriminatory act? _____

Is the alleged discriminatory act ongoing? ☐ YES ☐ NO

EMPLOYMENT COMPLAINTS ONLY

(COMPLETE THIS BOX ONLY IF YOU ARE SUBMITTING AN EMPLOYMENT COMPLAINT)

EMPLOYMENT HISTORY

EMPLOYMENT BEGAN ON:

EMPLOYMENT ENDED ON:

PAY RATE/SALARY:

JOB TITLE AT THE TIME OF HIRE:

CURRENT JOB TITLE OR TITLE AT THE TIME OF TERMINATION:

NAME OF HR/PERSONNEL DIRECTOR

NUMBER (#) OF EMPLOYEES

DID YOU FILE WITH THE EEOC?

☐ YES ☐ NO**BASIS OF DISCRIMINATION:** Why do you believe you were discriminated against? *Please mark below only the categories which apply. Specify within the categories you mark.*☐ RACE: _____☐ SEX/GENDER: ☐ MALE ☐ FEMALE☐ COLOR: _____☐ RELIGION: _____☐ NATIONAL ORIGIN: _____☐ CREED: _____☐ DISABILITY: _____☐ AGE (40 AND OVER): _____☐ RETALIATION*Check below if you were retaliated against because of any of the following:*☐ FILED A COMPLAINT OF DISCRIMINATION☐ GAVE TESTIMONY OR OTHERWISE PARTICIPATED IN A DISCRIMINATION INVESTIGATION☐ OPPOSED OR OBJECTED TO DISCRIMINATION☐ OTHER: _____**WHICH OF FOLLOWING EMPLOYMENT ACTION(S) WERE TAKEN AGAINST YOU?** (Check only those that apply.)☐ DISCHARGED☐ TRANSFERRED☐ DENIED BENEFITS (LEAVE, INSURANCE, ETC.)☐ LAID OFF☐ DEMOTED☐ DENIED PAY RAISE☐ SUSPENDED☐ FAILURE TO HIRE☐ DENIED RELIGIOUS ACCOMMODATION☐ HARASSED/INTIMIDATED☐ FAILURE TO PROMOTE☐ DENIED DISABILITY ACCOMMODATION☐ RETALIATED AGAINST☐ FAILURE TO RECALL☐ OTHER _____

HOUSING COMPLAINTS ONLY

(COMPLETE THIS BOX ONLY IF YOU ARE SUBMITTING A HOUSING COMPLAINT)

RESPONDENT INFORMATION

IS THE RESPONDENT ONE OF THE FOLLOWING? (MARK ALL THAT APPLY.)

☐ OWNER ☐ BUILDER ☐ BROKER ☐ SALESPERSON ☐ MANAGER ☐ BANK OR OTHER LENDER ☐ OTHER, SPECIFY: _____

WHAT KIND OF PROPERTY WAS INVOLVED?

☐ SINGLE FAMILY HOUSE ☐ HOUSE OR BUILDING FOR 2 OR MORE FAMILIES ☐ BUILDING FOR 5 OR MORE FAMILIES ☐ OTHER: _____

WHAT IS THE ADDRESS OF THE HOUSE OR PROPERTY? (STREET, CITY, COUNTY, STATE)

WAS THE HOUSE OR PROPERTY:

☐ FOR SALE ☐ FOR RENT

DID THE OWNER LIVE AT THE PROPERTY?

☐ YES ☐ NO

BASIS OF DISCRIMINATION: Why do you believe you were discriminated against? *Please mark below only the categories which apply. Specify within the categories you mark.*
☐ RACE: _____

☐ SEX/GENDER: ☐ MALE ☐ FEMALE

☐ COLOR: _____

☐ RELIGION: _____

☐ NATIONAL ORIGIN: _____

☐ CREED: _____

☐ DISABILITY: _____

☐ FAMILIAL STATUS (CHILDREN UNDER 18 OR PREGNANT)

☐ RETALIATION

Check below if you were retaliated against because of any of the following:
☐ FILED A COMPLAINT OF DISCRIMINATION

☐ GAVE TESTIMONY OR OTHERWISE PARTICIPATED IN A DISCRIMINATION INVESTIGATION

☐ OPPOSED OR OBJECTED TO DISCRIMINATION

☐ OTHER: _____

WHICH OF THE FOLLOWING ACTIONS WERE TAKEN AGAINST YOU? *Check only those that apply.*
☐ REFUSAL TO SELL, RENT OR NEGOTIATE WITH YOU

☐ DISCRIMINATED IN FINANCING

☐ FALSELY DENIED THAT HOUSING WAS AVAILABLE

☐ ADVERTISED IN A DISCRIMINATORY MANNER

☐ INTIMIDATED, INTERFERED OR COERCED

☐ DISCRIMINATED IN REAL ESTATE SERVICES

☐ DIFFERENT TERMS OR CONDITIONS OF THE SALE/ RENTAL

☐ REFUSAL TO MAKE MODIFICATION / ACCOMMODATION

☐ RETALIATED AGAINST

☐ OTHER: _____

PUBLIC ACCOMMODATION ONLY*

(COMPLETE THIS BOX ONLY IF YOU ARE SUBMITTING A PUBLIC ACCOMMODATION COMPLAINT)

*Denial of service or access to a place of public accommodation

BASIS OF DISCRIMINATION: Why do you believe you were discriminated against? *Please mark below only the categories which apply. Specify within the categories you mark.*

- ☐ RACE: _____
 ☐ SEX/GENDER: ☐ MALE ☐ FEMALE
☐ COLOR: _____
 ☐ RELIGION: _____
☐ NATIONAL ORIGIN: _____
 ☐ CREED: _____
☐ AGE (40 AND OVER): _____

☐ RETALIATION*Check below if you were retaliated against because of any of the following:*

- ☐ FILED A COMPLAINT OF DISCRIMINATION
☐ GAVE TESTIMONY OR OTHERWISE PARTICIPATED IN A DISCRIMINATION INVESTIGATION
☐ OPPOSED OR OBJECTED TO DISCRIMINATION
☐ OTHER: _____

TITLE VI* COMPLAINTS ONLY

(COMPLETE THIS BOX ONLY IF YOU ARE SUBMITTING A TITLE VI COMPLAINT)

*For discrimination in programs and activities receiving federal financial assistance.

BASIS OF DISCRIMINATION:*Please specify the categories which you marked.*

- ☐ RACE: _____
 ☐ COLOR: _____
☐ NATIONAL ORIGIN: _____

☐ RETALIATION: _____*Check below if you were retaliated against because of any of the following:*

- ☐ FILED A COMPLAINT OF DISCRIMINATION
☐ GAVE TESTIMONY OR OTHERWISE PARTICIPATED IN A DISCRIMINATION INVESTIGATION
☐ OPPOSED OR OBJECTED TO DISCRIMINATION
☐ OTHER: _____

WHICH OF THE FOLLOWING ACTIONS WERE TAKEN AGAINST YOU? (Check only those that apply and describe below.)

- ☐ DENIED PROGRAM SERVICE, AID, OR BENEFIT
☐ RECEIVED SERVICE OR BENEFIT DIFFERENTLY OR INFERIOR TO THOSE PROVIDED TO OTHERS
☐ SUBJECTED TO SEGREGATE OR SEPARATE TREATMENT RELATED TO THE RECEIPT OF ANY SERVICE OR BENEFIT
☐ DENIED OPPORTUNITY TO PARTICIPATE AS MEMBER OF PLANNING OR ADVISORY BODY
☐ RETALIATED AGAINST
☐ OTHER: _____

IN YOUR OWN WORDS, TELL US WHAT HAPPENED. Give dates, when applicable. Also, describe how others were treated differently than you. Use additional paper if needed.

IMPORTANT NOTICE***To file in state court: For Employment, Housing and Public Accommodation Complaints:***

You, as the Complainant, have the right to hire an attorney and file a civil lawsuit in the state court system, either Chancery or Circuit, at any time during the investigation of this complaint. If you choose this option, you must file suit within one (1) year after the alleged discriminatory practice ceases, and prior to any determination being made by the Tennessee Human Rights Commission (THRC). Unlike federal law, state law does not toll the statute of limitations on your claim while your charge is being investigated and/or mediated by this agency. You are not required to file a complaint with the THRC, nor do you need the THRC's permission before you can file suit in Chancery or Circuit court. If you file a civil lawsuit in Chancery or Circuit court, then pursuant to state law, THRC must administratively close its investigation of your complaint.

If THRC issues a final determination in your case, and you subsequently file a civil lawsuit in state court asserting the same allegations as your THRC complaint, then your case may be dismissed. However, within 30 days of receipt of THRC's final determination, you may file a private action in either Chancery or Circuit court appealing the determination.

For Housing Complaints only:

If a federal law is involved, this agency will send the Department of Housing and Urban Development (HUD) a copy of our Notice of Determination. HUD will then mail the parties a Notice of Closure of this case. Notwithstanding the determination by HUD, the Fair Housing Act provides that the complainant may file a civil action in an appropriate court within two (2) years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending.

For Employment Complaints only:

If a federal law is involved, this agency will send the Equal Employment Opportunity Commission (EEOC) a copy of our Notice of Determination. The EEOC will then mail the parties a Notice of Closure of this case and/or a Right to Sue in federal court. A lawsuit must be filed in an appropriate court within ninety (90) days of receipt of the EEOC Notice of Closure/Right to Sue.

For Title VI Complaints only:

An individual has the right to file an administrative complaint against any state department or agency (recipient), or subrecipient receiving Federal financial assistance.

By signing this complaint form, you are acknowledging that you have read and understand your rights as set forth above.

Declaration: *I declare under penalty of perjury that the foregoing information in my complaint is true and correct.*

Complainant Signature

Date

WITNESSES. Please list any individuals that may have information that supports or clarifies your complaint. Include as much contact information as possible. *This list will not be provided to the Respondent(s) named in your complaint.*

1. Name _____
First _____ Last _____
Address _____ Apt # _____ City _____ State _____ Zip _____
Phone Number () _____

2. Name _____
First _____ Last _____

Address _____ Apt # _____
City _____ State _____ Zip _____

Phone Number () _____

3. Name _____
First _____ Last _____

Address _____ Apt # _____ City _____ State _____ Zip _____

Phone Number () _____

4. Name _____
First _____ Last _____

Address _____ Apt # _____ City _____ State _____ Zip _____

Phone Number (____) _____

5. Name _____
First _____ Last _____

Address _____ Apt # _____ City _____ State _____ Zip _____

Phone Number () _____

6. Name _____
First Last

Address _____ Apt # _____ City _____ State _____ Zip _____

Phone Number () _____

OPTIONAL: For statistical and informational purposes only. Please select all that apply.

What is your race/ethnicity?

☐ ASIAN ☐ AMERICAN INDIAN OR ALASKA NATIVE ☐ BLACK ☐ PACIFIC ISLANDER ☐ WHITE

Are you of Hispanic, Latino, or Spanish origin? ☐ YES ☐ No

If yes, please specify (I.E., MEXICAN, PUERTO RICAN, ETC.):

☐ OTHER ORIGIN, SPECIFY: _____

How did you learn about the Tennessee Human Rights Commission?

☐ Radio ☐ Television ☐ Friend ☐ Other, specify _____



**S. Webster
Haining & Co.**
General Contractors - Construction Managers
Building Design Consultants

TITLE VI COMPLAINT LOG

NAME:

DATE:

RECEIVED BY:

Should you have any problems with this transmission, please call 901/527-2727.

Our Fax Number is 901/527-2757

96 South Front Street, Memphis, Tennessee 38103, Phone 527-2727



Common Language Access Questions, Technical Assistance, and Guidance for Federally Conducted and Federally Assisted Programs

**Federal Coordination and Compliance Section
Civil Rights Division
U.S. Department of Justice**

August 2011

COMMON LANGUAGE ACCESS QUESTIONS, TECHNICAL ASSISTANCE, AND GUIDANCE FOR FEDERALLY CONDUCTED AND FEDERALLY ASSISTED PROGRAMS

A. Why must my agency designate a primary contact person for services to limited English proficient (LEP) persons in my agency?

- In his Memorandum for Heads of Department Components regarding Language Access Obligations Under Executive Order 13166 and his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General directed federal agencies to appoint a language access coordinator. This individual is responsible for ensuring that the agency adheres to its language access plan, policy directives, and procedures to provide meaningful access to LEP persons. The language access coordinator should report to a high-ranking official within the agency. The coordinator is responsible for language assistance services and may delegate duties but should retain ultimate responsibility for oversight, performance, and implementation of the language access plan. Federal agencies with multiple offices and divisions may find that each component or field office should designate an individual as a local language access coordinator. The language access plan should set forth the name and contact information of the responsible official(s). The language access coordinator should consider creating a working group of key stakeholders to assist in implementing and creating language access procedures for the agency. See Language Access Assessment and Planning Tool for Federally Conducted and Federally Assisted Programs

B. What are my agency's responsibilities with respect to providing Federal Financial Assistance?

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General directed federal agencies that provide Federal financial assistance to draft recipient guidance.
- Federal financial assistance includes, but is not limited to, grants and loans of federal funds; grants or donations of federal property; training; details of federal personnel; or any agreement, arrangement, or other contract which has as one of its purposes the provision of assistance. For instance, the Department of Justice provides federal financial assistance to several agencies, primarily state and local law enforcement agencies, and departments of corrections.
- Federal agencies providing federal financial assistance should obtain information and maintain records that ensure that they can determine which entities have received such assistance, including a list of subgrantees, and for what purpose the assistance has been provided.
- Federal agencies that provide Federal financial assistance must ensure that recipients of Federal financial assistance acknowledge and agree that they will comply (and require

any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions of Federal laws and policies prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients from discriminating on the basis of race, color, or national origin (including language) (42 U.S.C. 2000d et seq.). Model assurance language can be found at http://www.justice.gov/crt/about/cor/draft_assurance_language.pdf.

- Federal agencies that provide Federal financial assistance must require recipients to obtain these assurances from their subrecipients and must maintain systems that can record and track the recipient's agreement with these assurances (28 CFR 42.105 et seq.).
- Federal agencies have a variety of mechanisms for securing recipient compliance with Title VI, including, but not limited to, executing assurances of nondiscrimination, conducting periodic compliance reviews, conducting complaint-based investigations, noncomplaint-based investigations, negotiating settlement agreements, and taking judicial action. These mechanisms are in addition to any programmatic compliance specific to the agency providing Federal financial assistance.
- Agencies must ensure that communications with recipients, including at the conclusion of a term of financial assistance documenting satisfaction with financial assistance deliverables, do not imply that the recipient was or is in compliance with Title VI.

C. Would it be helpful to have agreements with other federal agencies, subcomponents, field or district offices to provide language assistance services?

- Agreements with other subcomponents, field or district offices, or federal agencies can be a cost-effective approach to language assistance services. For example, many intelligence community components have arrangements with the National Virtual Translation Center (NVTC) to provide translations.
 - Is your agreement with the other entity in writing?
 - Is it a reciprocal arrangement?
 - How long is the agreement in place?
 - How do you ensure that both parties to the agreement are satisfied? Is there an opportunity to revisit the agreement?
- Agreements between agencies to provide interpretation or translation must also consider who will serve as interpreters or translators. For example, an agency must still ensure that any interpreter or translator working on behalf of the agency is competent.
- Generally, if your agency continues to seek language assistance services from a specific agency, you may consider drafting a written language assistance services agreement with that agency. A written document can clarify each entity's role and responsibility and can serve to memorialize and document the arrangement. This can be especially useful in the event of changes in staffing.

D. Why is it important to have a Language Access Implementation Plan, Policy Directives, and Procedures in place?

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166,

the Attorney General directed each federal agency to develop and implement a system by which LEP persons can meaningfully access the agency's services.

- A **Language Access Implementation Plan** helps management and staff understand their roles and responsibilities with respect to overcoming language barriers for LEP individuals. The plan is a management document that outlines how the agency has or will define language assistance tasks, set deadlines and priorities, assign responsibility, and allocate the resources necessary to come into or maintain compliance with language access requirements. It describes how the agency will effectuate the service delivery standards delineated in the policy directives, including the manner by which it will address the language service and resource needs identified in a self-assessment.
- **Language Policy Directives** set forth standards, operating principles, and guidelines that govern the delivery of language appropriate services. Policy directives may come in different forms but are designed to require the agency and its staff to ensure meaningful access. Policy directives should be made publicly available.
- **Language Access Procedures** are the "how to" for staff. They specify for staff the steps to follow to provide language services, gather data, and deliver services to LEP individuals. Procedures can be set forth in handbooks, intranet sites, desk references, reminders at counters, notations on telephone references, and the like.

E. Why is it important to modify or update your Language Access Implementation Plan and related Language Access Procedures?

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General asked each federal agency to evaluate and/or update your current response to LEP needs by, among other things, conducting an inventory of languages most frequently encountered, identifying the primary channels of contact with LEP community members (whether telephonic, in person, correspondence, web-based, etc.), and reviewing agency programs and activities for language accessibility.
- Agencies may need to update program operations, services provided, outreach activities, and other mission-specific activities to reflect current language needs. For example, changes in demographics, types of services provided, or the economy may impact the number and languages spoken by LEP individuals who participate in your agency's program or activities.
- Agencies should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP individuals, and they may want to provide notice of any changes in services to the LEP public and to employees.
- Each agency should establish a schedule to periodically evaluate and update agency LEP services and LEP policies, plans, and protocols. At a minimum, periodic reviews should occur on a biannual basis.

F. What are resources that might be helpful in creating, modifying, or updating a Federal agency's Language Access Implementation Plan, Policy Directives or Procedures?

- View federal agency plans, DOJ guidance documents, and other resources at www.lep.gov
- Consult with the Civil Rights Division, Federal Coordination and Compliance Section, <http://www.justice.gov/crt/about/cor/>
- Consult with frontline staff, management, or others in your office to evaluate the language services needed
- Consult with internal divisions or regional offices to assess how they provide language services
- Consult with outside experts to assess how they provide language services
- Consult with the public, non-profit organizations and other community stakeholders
- Obtain help in constructing multilingual websites at <http://www.usa.gov/webcontent/multilingual/index.shtml>

G. Why is it important to monitor the effectiveness of your Language Access Implementation Plan?

- It is important to monitor the effectiveness of your Language Access Implementation Plan in order to ensure that LEP individuals have meaningful access to agency programs or activities. In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General emphasized the need to evaluate your current response to LEP individuals. As some strategies may prove more effective than others, ongoing monitoring can help an agency fine-tune the provision of language assistance services and can potentially realize cost-savings over time.
- Some federal agencies may designate a committee or staff person to be the language access coordinator responsible for monitoring and evaluating your agency's Language Access Implementation Plan. Monitoring the effectiveness of your Plan may include:
 - Analyzing current and historical data on language assistance usage, including languages served;
 - Observing the provision of language assistance services through audits or testing;
 - Surveying staff on how often they use language assistance services, if they believe there should be changes in the way services are provided or the providers that are used, and if they believe that the language assistance services in place are meeting the needs of the LEP communities in your service area;
 - Conducting customer satisfaction surveys of LEP applicants and beneficiaries based on their actual experience of accessing the agency's programs, benefits or services;
 - Soliciting feedback from community-based organizations and other stakeholders about the agency's effectiveness and performance in ensuring meaningful access for LEP individuals;
 - Updating community demographics and needs by engaging school districts, faith communities, refugee resettlement agencies, and other local resources;
 - Considering new resources including funding, collaborations with other agencies, human resources, and other mechanisms for ensuring improved access for LEP individuals; and

- Monitoring your agency's response rate to complaints or suggestions by LEP individuals, community members and employees regarding language assistance services provided.

H. Why is it important to publish your Language Access Policy Directives or inform members of the public about the availability of language assistance services?

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General asked each federal agency to notify the public, through mechanisms that will reach the LEP communities it serves, of its LEP policies and LEP access-related developments. Examples of methods for publicizing LEP access information include, but are not limited to, posting on agency websites, issuing print and broadcast notifications, providing relevant information at "town hall" style meetings, and issuing press releases. Agencies should consult with their information technology specialists, civil rights personnel, and public affairs personnel to develop a multi-pronged strategy to achieve maximum and effective notification to LEP communities.
- Other methods for publicizing language assistance services include:
 - Posting signs in intake areas and other entry points;
 - Stating in outreach documents that language services are available from the agency;
 - Using a telephone voice mail menu to provide information about available language assistance services and how to get them;
 - Working with community-based organizations and other stakeholders to inform LEP individuals of the agency's services, including the availability of language assistance services; and,
 - Including notices in local and ethnic media.
- Agencies should provide notice about its language assistance services in languages LEP persons will understand.

I. Why is it important for Federal agencies to consult with or seek input from non-governmental organizations such as faith-based groups, civic groups, civil rights organizations, etc.?

- When language services are not readily available at a given agency or an LEP individual does not know about the availability of language assistance services, LEP individuals will be less likely to participate in or benefit from an agency's programs and services. As a result, many LEP persons may not seek out agency benefits, programs, and services; may not offer vital assistance in investigations or information that would help determine entitlement or eligibility for benefits; may not file complaints; and may not have access to critical information provided by the agency because of limited access to language services.
- Organizations that have significant contact with LEP persons, such as schools, religious organizations, community groups, and groups working with new immigrants can be very

helpful in linking LEP persons to an agency's programs and its language assistance services.

- Community-based organizations provide important input into the language access planning process and can often assist in identifying populations for whom outreach is needed and who would benefit from the agency's programs and activities were language services provided.
- Community-based organizations may also be useful in recommending which outreach materials the agency should translate. As documents are translated, community-based organizations may be able to help consider whether the documents are written at an appropriate level for the audience.
- Community-based organizations may also provide valuable feedback to the agency to help the agency determine whether its language assistance services are effective in overcoming language barriers for LEP persons.

J. Why is it necessary to develop standard ways to identify non-English speakers or LEP populations for whom you would provide language assistance?

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General requested that each federal agency identify LEP contact situations and take the necessary steps to provide meaningful access. Agency staff should be able to, among other tasks, identify LEP contact situations, determine primary language of LEP individuals, and effectively utilize available options to assist in interpersonal, electronic, print, and other methods of communication between the agency and LEP individuals.
- Staff at the point of first contact with an individual must determine whether that person is LEP, must determine his/her primary language, and procure the appropriate language assistance services. Standardizing the method for identifying an LEP person and his/her language helps an agency provide consistent and meaningful access to the program or activity sought. An individual's primary language will be identified and documented utilizing one or more of the following methods:
 - 1) Use of "I Speak" Language Identification Cards; an example of such a card from the U.S. Census Bureau is available at: <http://www.justice.gov/crt/lep/resources/ISpeakCards2004.pdf>;
 - 2) Use of a language identification poster displayed in the reception or intake area;
 - 3) Verification of foreign language proficiency by qualified bilingual staff (in-person, telephonically, or through video interpretation services);
 - 4) Verification of foreign language proficiency by a qualified interpreter (in-person, telephonically, or through video interpretation services); or,
 - 5) Self-identification by the LEP individual or identification by a companion.

K. Why is it important to track the number of LEP individuals that your agency has served or who have participated in your program or activity?

- Creating a record of language assistance services can help inform agencies with respect to whether there should be changes to the quantity or type of language assistance services. For instance, agencies may decide to hire qualified bilingual staff for positions in which there is a high-incidence language need.
- Agencies should keep a record of the number of LEP individuals served, the primary language spoken by each LEP person encountered, and the type of language assistance provided (oral or written) during each encounter, if any.
- Procurement offices should also consider preparing for management an annual estimate of the cost of translation and interpretation services within the agency. This will help management ensure that resources are appropriately allocated to the most critical programs, geographic areas, or languages.

L. What are the types of language assistance services available?

- There are two primary types of language assistance services: oral and written.
 - Oral language assistance service may come in the form of “in-language” communication (a demonstrably qualified bilingual staff member communicating directly in an LEP person’s language) or interpreting. Interpretation can take place in-person, through a telephonic interpreter, or via internet or video interpreting. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter must be competent and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect and terminology used by the LEP individual. Depending upon the circumstances, language assistance services may call upon interpreters to provide simultaneous interpretation of proceedings so that an LEP person understands what is happening in that proceeding, or to interpret an interview or conversation with an LEP person in a consecutive fashion. Interpreter competency requires more than self-identification as bilingual. “Some bilingual staff and community volunteers, for instance, may be able to communicate effectively in a different language when communicating information directly in that language, but may not be competent to interpret in and out of English.”¹ Agencies should avoid using family members, children, friends, and untrained volunteers as interpreters because it is difficult to ensure that they interpret accurately and lack ethical conflicts.
 - Translation is the replacement of written text from one language into another. A translator also must be qualified and trained. Federal agencies may need to identify and translate vital documents to ensure LEP individuals have meaningful access to important written information. Vital written documents include, but are not limited to, consent and complaint forms; intake and application forms with the potential for important consequences; written notices of rights; notices of denials, losses, or decreases in benefits or services; notice of disciplinary action; signs; and notices advising LEP individuals of free language assistance services. Agencies should proactively translate vital written documents into the frequently encountered languages of LEP groups eligible to be served or likely to be affected

¹ Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg., 41,455, 41,461 (June 18, 2002).

by the benefit program or service. Agencies should also put in place processes for handling written communication with LEP individuals in less frequently encountered languages.

M. Hiring bilingual staff:

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General asked each federal agency to assess, when considering hiring criteria, the extent to which non-English language proficiency would be necessary for particular positions or to fulfill an agency's mission. For example, an agency should determine whether the agency would benefit from including non-English language skills and competence thresholds in certain job vacancy announcements, retention policies, performance appraisals, promotion plans or criteria, and position descriptions.
- An agency should consider language-sensitive deployment of qualified bilingual staff and interpreters to match skills with language needs. Senior management may also consider establishing appropriate adjustments in assignments and protocols for using bilingual staff who are employed in the agency to ensure that bilingual staff are fully and appropriately utilized.

N. How do you assess your current staff's ability to provide language assistance services?

- Quality and accuracy of the language assistance service provided by the agency is critical in order to avoid serious consequences to the LEP person and to the agency.
- Agencies must ensure that all bilingual or contracted personnel who serve as interpreters:
 - Demonstrate proficiency and ability to communicate information accurately in both English and in the other language and identify and employ the appropriate mode of interpreting (e.g. consecutive, simultaneous, summarization, or sight translation);
 - Have knowledge in both languages of any specialized terms or concepts peculiar to the Agency's program or activity and of any particularized vocabulary and phraseology used by the LEP person;
 - Understand and follow confidentiality, impartiality, and ethical rules to the same extent the Division employee for whom they are interpreting and/or to the extent their position requires;
 - Understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles.
- Bilingual staff who communicate directly in language with LEP persons must also demonstrate proficiency in the target language and have knowledge in both languages of any specialized terms or concepts peculiar to the Agency's program or activity and of any particularized vocabulary and phraseology used by the LEP person.
- An agency should also ensure that all bilingual or contracted personnel who serve as translators understand the expected reading level of the audience and, where appropriate, have fundamental knowledge about the target language group's vocabulary and phraseology.

- An agency should periodically check the quality of translations by having a second, independent translator “check” the work of the primary translator. An agency should also consider community input and the use of audits to maintain and improve its ability to provide timely and accurate language assistance.
- Agencies may consider developing language assessment protocols to ensure that current and prospective bilingual employees who elect to use their language skills as part of their job are appropriately qualified to serve as interpreters or translators.

O. Understanding how to prioritize the languages that you should consistently accommodate using existing internal structures versus languages where you may need to seek external language assistance services to communicate with LEP individuals:

- The languages spoken by the LEP individuals with whom the agency has contact determine the languages accommodated by your agency. A distinction should be made, however, between languages that are frequently encountered by an agency and less commonly-encountered languages. Many agencies serve communities in large cities or across the country. They regularly serve LEP persons who speak dozens and sometimes over 100 different languages. To provide language assistance services, both oral and written, to all of those languages may not be possible using in-house resources. Therefore, it is important to distinguish between establishing a system for communicating with LEP individuals who speak frequently-encountered languages (e.g. hiring bilingual staff members) versus enabling access to a telephonic interpretation service for LEP individuals who speak less commonly-encountered languages.
- The extent of an agency’s obligation to provide language assistance services in multiple languages is determined by the agency on a case-by-case basis, looking at the totality of the circumstances in light of four factors:
 - the number or proportion of LEP persons served or encountered in the eligible service population;
 - the frequency with which LEP individuals come in contact with the program;
 - the nature and importance of the program, activity, or service provided by the program; and,
 - the resources available to the agency and costs

P. Using contracted interpreters or translators when your agency cannot meet the demand for language assistance services:

- When an agency cannot meet its language assistance services needs in-house, or when there are case- or management-related reasons to seek non-staff assistance, agencies typically contract with private translation or interpretation firms. An agency must ensure that any contract for language assistance services will specify responsibilities, assign liability, set pay rates, and lay out the ways in which difficulties or disputes are resolved. For example, contracted language assistance service providers must have:
 - qualified and competent translators and interpreters, including mechanisms to ensure confidentiality and avoid conflicts of interest;
 - an ability to meet the agency’s demand for interpreters;

- an ability to meet the agency's demand for translation;
 - reasonable cancellation fees;
 - on-time service delivery;
 - an acceptable emergency response time;
 - rational scheduling of qualified interpreters;
 - rapid rates of connection to interpreters via the telephone, electronically, or by video; and,
 - effective complaint resolution when translation or interpretation errors occur.
- Potential bidders for language assistance services contracts should also be required to commit to an adequate quality control process for all deliverables. This can include a process where multiple linguists review all translations before delivery. Contractors should detail their (and their independent contractors') capabilities with translation memory software. Contractors must also include the discounted prices in their final proposal that would result from using the translation memory software.

Q. Critical staff training on language access issues:

- Staff will not be able to provide meaningful access to LEP individuals if they do not receive training on language access policies and procedures, including how to access language assistance services. For policies and procedures to be effective, new and existing staff should periodically receive training on the content of the language access policy, identifying language access needs, and providing language assistance services to LEP individuals. This staff training should be mandatory for staff who have the potential to interact or communicate with LEP individuals, staff whose job it is to arrange for language support services, and managers. Training should include making procedures clear and readily available to ensure seamless provision of language assistance services.
- Bilingual staff members who communicate "in-language" to LEP individuals, or who serve as interpreters or translators should be assessed and receive regular training on proper interpreting and translation techniques, ethics, specialized terminology, and other topics as needed. Without regular assessment and training, bilingual staff may not be able to provide the language access services necessary to ensure LEP individuals have meaningful access to your agency's program.

R. Monitoring language assistance services provided in your agency:

- An agency may also consider evaluating the actual experience of accessing services from the perspective of an LEP individual. This can be accomplished by managers and supervisors through regular observation of interactions between agency staff and LEP individuals. Periodic client satisfaction surveys may also be used to assess whether LEP individuals are satisfied with the level of service provided to them.
- Agencies may also maintain partnerships with local community-based organizations and rely upon these connections for reports of inadequate language access or other language-related complaints.

S. Establishing a process for LEP individuals to provide feedback if they are denied services because of their lack of English proficiency:

- An agency must also ensure that its process for receiving feedback from LEP individuals is transparent and accessible to LEP persons. Any LEP individual must be able to communicate his or her comments or suggestions regarding the failure to provide language access or any other agency criticism. And, of course, investigations of such complaints must involve appropriate language assistance services for LEP persons or witnesses.
- Agencies should maintain a record of feedback received and any resolution based on LEP individual's comments or suggestions.

T. Resource-sharing when translating documents:

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General asked each federal agency to collaborate with other agencies to share translation resources, improve efficiency, standardize federal terminology, and streamline processes for obtaining community feedback on the accuracy and quality of professional translations for mass distribution. This affirms the General Accountability Office's (GAO) April 2010 report on Language Access: Selected Agencies Can Improve Services to Limited English Proficient Persons which notes that collaboration among federal agencies to improve LEP access through planning and providing language access could be enhanced. For example, agreements with other subcomponents, components, or federal agencies can be a cost-effective approach to language assistance services. Many intelligence community components have arrangements with the National Virtual Translation Center (NVTC) to provide translations.

U. Identifying and prioritizing documents for translation:

- Agencies should prioritize translating vital documents. A document will be considered vital if it contains information that is critical for accessing the agency's program or activities, or is required by law. Vital documents include, but are not limited to:
 - Documents that must be provided by law;
 - Complaint, consent, release or waiver forms;
 - Claim or application forms;
 - Conditions of settlement or resolution agreements;
 - Letters or notices pertaining to the reduction, denial, or termination of services or programs or that require a response from the LEP person;
 - Time-sensitive notice, including notice of hearing, upcoming grand jury or deposition appearance, or other investigation or litigation-related deadlines;
 - Form or written material related to individual rights;
 - Notice of rights, requirements, or responsibilities; and,
 - Notices regarding the availability of free language assistance services for LEP individuals.

V. Translating disaster-preparedness or emergency information:

- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General stated that, "[w]hen in an emergency or in the course of routine business matters, the success of government efforts to effectively communicate with members of the public depends on the widespread and nondiscriminatory availability of accurate, timely, and vital information." Swift and accurate communication with the general public is critical during major disasters and public-health emergencies. Consequently, an agency should ensure that LEP individuals have meaningful access to disaster-preparedness and emergency information.

W. Understanding when/how to make your website more accessible to LEP persons:

- Providing appropriate access to people with limited English proficiency is one of the requirements for managing your agency's website. An agency may determine how much information it needs to provide in other languages, based on an assessment of its website visitors.
- Public website content and electronic documents that contain vital information about agency programs and services should be translated into frequently-encountered languages to ensure meaningful access by LEP individuals.
- The use of machine or automatic translations is strongly discouraged even if a disclaimer is added. If an agency decides to use software-assisted translation, it is important to have the translation reviewed by a qualified language professional before posting it to the website to ensure that the translation correctly communicates the message.
- In his Memorandum for Heads of Federal Agencies regarding the Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166, the Attorney General asked each federal agency to provide a link to materials posted on your website to the Federal Coordination and Compliance Section so that it can be posted on LEP.gov.
- More information on building multilingual websites can be found at: <http://www.usa.gov/webcontent/multilingual/index.shtml>

X. Cross-agency federal resources regarding language assistance:

- View federal agency plans, DOJ guidance documents, and other resources at www.lep.gov
- Consult with the Civil Rights Division, Federal Coordination and Compliance Section, <http://www.justice.gov/crt/about/cor/>
- Contact the National Virtual Translation Center for help in obtaining translations, <http://www.nvtc.gov/>
- Obtain help in constructing multilingual websites at <http://www.usa.gov/webcontent/multilingual/index.shtml>
- Participate in the Federal Interagency Working Group on Limited English Proficiency by visiting <http://www.lep.gov/iwglep.htm> and sending an email to DOJLAWG@usdoj.gov
- Participate in the Interagency Language Roundtable, <http://www.govtilr.org/>

**S. WEBSTER HAINING & CO.
WORK IN PROCESS**

VA MEMPHIS GE RADIOLOGY

OWNER: G.E. HEALTHCARE / VA Contract Amount: \$1019032

ARCHITECT: BOTTLETREE DESIGN GROUP LLC

MEMPHIS PINK PALACE RENOVATION

OWNER: CITY OF MEMPHIS Contract Amount: \$4050432

ARCHITECT: ANF ARCHITECTS

MT. MORIAH DIALYSIS EXPANSION SHELL BUILDING

OWNER: D.M.H.R. PARTNERSHIP Contract Amount: \$2063788

ARCHITECT: ANF ARCHITECTS

FMC TUNICA EXPANSION

OWNER: D.M.H.R./FRESENIUS Contract Amount: \$513000

ARCHITECT: ANF ARCHITECTS

SEMMES MURPHY RENOVATION (SIEMENS)

OWNER: SEMMES MURPHY Contract Amount: \$275000

ARCHITECT: FISHER ARNOLD

**S. WEBSTER HAINING & CO.
RECENTLY COMPLETED PROJECTS
2016**

FMC RALIEGH DIALYSIS

OWNER: DR. BALLOUK/FRESENIUS Contract Amount: \$2,300,000

ARCHITECT: FISHER ARNOLD

REGIONAL ONE QUINCE

OWNER: REGIONAL ONE MEMPHIS Contract Amount: \$9,000,000

ARCHITECT: FISHER ARNOLD

NORTHWEST REGIONAL MERIT HEALTH SYSTEMS - CLARKSDALE

OWNER: MERIT HEALTH SYSTEMS Contract Amount: \$1,300,000

ARCHITECT:

FMC AIRWAYS

OWNER: D.M.H.R./FRESENIUS Contract Amount: \$2,254,640

ARCHITECT: ANF ARCHITECTS

GE MRI

OWNER: G.E. Contract Amount: \$556,548

ARCHITECT: BOTTLETREE DESIGN

2015

FMC CENTRAL DIALYSIS

OWNER: FRESENIUS MEDICAL CARE Contract Amount: \$1,070,000

ARCHITECT: FISHER ARNOLD

HARBORVIEW BEHAVIORAL CENTER

OWNER: TENNESSEE BEHAVIORIAL HEALTH Contract Amount: \$820,000

ARCHITECT: ANF ARCHITECTS

WESLEY - NORRISWOOD NURSING HOME

OWNER: WESLEY HIGHAND Contract Amount: \$320,000

ARCHITECT: BOTTLETREE DESIGN GROUP

FAMILY CANCER CENTER

OWNER: BAPTIST HEALTH SYSTEMS Contract Amount: \$253,364

ARCHITECT: BRG3S

BAPTIST DESOTO EP LAB - MISC PROJECTS

OWNER: BAPTIST HEALTH SYSTEMS Contract Amount: \$783,000

ARCHITECT:

Baptist Medical Group Union Ave		
OWNER:	Baptist Medical Group	Contract Amount: \$2,400,000

ARCHITECT: A2H Architects

The West Clinic Union Ave		
OWNER:	Methodist Health Systems	Contract Amount: \$2,300,000

ARCHITECT: brg3s Architects

Campbell Clinic MRI		
OWNER:	Campbell Clinic	Contract Amount: \$243,000

ARCHITECT: Design-Build

2014 Grenada Infusion		
OWNER:	Baptist Medical Group	Contract Amount: \$349,000

ARCHITECT:

Highlands at Dyersburg		
OWNER:	Aria Health Group	Contract Amount: \$170,000

ARCHITECT: Bottletree Design Group

MRI Replacements		
OWNER:	GE Medical Systems	Contract Amount: \$525,000

ARCHITECT: GE

Grenada Dialysis		
OWNER:	Fresenius Medical Care	Contract Amount: \$1,298,000

ARCHITECT: Grantier Architects

Bartlett Home Therapies		
OWNER:	Fresenius Medical Care	Contract Amount: \$580,000

ARCHITECT: Fisher & Arnold Inc.

Ballet Memphis		
OWNER:	Ballet Memphis	Contract Amount: \$353,000

ARCHITECT: ANF Architects

VMU - VA Memphis		
OWNER:	VA Memphis	Contract Amount: \$6,250,000

ARCHITECT:

Phase 3 Electrical VA		
OWNER:	VA Memphis	Contract Amount: \$4,220,592

ARCHITECT:

Transplant Renovation
 OWNER: Methodist Health Systems Contract Amount: \$319,000

ARCHITECT: brg3s Architects

Mr. Pride Carwash - Union Ave
 OWNER: Mr. Pride Contract Amount: \$437,799

ARCHITECT: ANF Architects

Atoka Rehab
 OWNER: Baptist Memorial Healthcare Systems Contract Amount: \$282,430

ARCHITECT: Bottletree Design

**S. WEBSTER HAINING & CO.
COMPLETED PROJECTS - PRIOR TO 2013**

METHODIST LEBONHEUR WEST TOWER RENOVATION

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$15,000,000

ARCHITECT: FKP, DALLAS, TX

**BAPTIST MEMORIAL HOSPITAL – DESOTO – ED RENOVATION, CT RENOVATION, WOUND
CARE RENOVATION**

OWNER: Baptist Memorial Hospital Contract Amount: \$450,000

ARCHITECT: n/a

INTERNATIONAL PAPER OFFICE RENOVATION / RESTROOM RENOVATION

OWNER: International Paper Contract Amount: \$1,200,000

ARCHITECT: ANF Architects

FRESENIUS MEDICAL CARE – SOUTHAVEN & BLYTHEVILLE

OWNER: Fresenius Medical Care Contract Amount: \$300,000

ARCHITECT: Grantier Architects

METHODIST LEBONHEUR SITEWORK PHASE 2 / DEMO

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$2,300,000

ARCHITECT: JPA Inc.

CENTER OF EXCELLENCE IN FAITH & HEALTH, METHODIST UNIVERISTY

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$1,524,699

ARCHITECT: CMMI, ATLANTA, GA

LAB RENOVATION, PHASE 3, GI PATHOLOGY

OWNER: G I Pathology Contract Amount: \$329,374

ARCHITECT: Bottletree Design Group

PARKING LOT EXPANSION LEBONHEUR CHILDRENS HOSPITAL

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$457,932

ARCHITECT: n/a

TUNICA FMC

OWNER: Fresenius Medical Care Contract Amount: \$520,000

ARCHITECT: Grantier Architects

ADMINISTRATION BAPTIST COLLEGE OF HEALTH SCIENCES

OWNER: Baptist College of Health Sciences Contract Amount: \$449,204

ARCHITECT: Bottletree Design Group

WOUND CARE NORTHWEST MISSISSIPPI REGIONAL HOSPITAL
 OWNER: Northwest Mississippi Regional Hospital Contract Amount: \$245,667

ARCHITECT:

LEBONHUEUR CHILDRENS HOSPITAL – POB “A” RENOVATION
 OWNER: Northwest Mississippi Regional Hospital Contract Amount: \$750,000

ARCHITECT: TRO

KIRBY PINES ESTATES – RESTROOM RENOVATION
 OWNER: Kirby Pines Estates Contract Amount: \$275,000

ARCHITECT: Fisher & Arnold

INTERNATIONAL PAPER – CAFÉ RENOVATION
 OWNER: International Paper Contract Amount: \$220,000

ARCHITECT: ANF Architects

PARKING LOT EXPANSION – METHODIST SOUTH
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$442,922

ARCHITECT: TRO Jung/Brannen

METHODIST DESOTO MINOR MED
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$876,063

ARCHITECT: Bottletree Design

7318 SOUTHCREST EXPANSION
 OWNER: Dr. Jacinto Hernandez Contract Amount: \$225,000

ARCHITECT: ANF

CV-ICU LEBONHEUR CHILDRENS HOSPITAL
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$551,837

ARCHITECT: TRO Jung/Brannen

EMERGENCY DEPARTMENT RENOVATION METHODIST NORTH
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$589,147

ARCHITECT: TRO Jung/Brannen

NICU 10 BED LEBONHEUR CHILDRENS HOSPITAL
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$127,356

ARCHITECT: TRO Jung/Brannen

AMBULATORY WAITING AREA LEBONHEUR CHILDRENS HOSPITAL
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$136,004

ARCHITECT: TRO Jung/Brannen

PUBLIC RESTROOM UPGRADE LEBONHEUR CHILDRENS HOSPITAL
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$135,739

ARCHITECT: TRO Jung/Brannen

OUTPATIENT G.I. VETERANS ADMINISTRATION HOSPITAL
 OWNER: Veterans Administration Contract Amount: \$444,940

ARCHITECT: U. S. Government

AMBULATORY STROKE, EG, CWG VETERANS ADMINISTRATION HOSPITAL
 OWNER: Veterans Administration Contract Amount: \$149,133

ARCHITECT: U. S. Government

LAB RENOVATIONS -- G I PATHOLOGY
 OWNER: G I Pathology Contract Amount: \$948,902

ARCHITECT: Bottletree Design Group

PEDIATRIC CONSULTANTS -HEALTHCARE REALTY
 OWNER: Baptist Health Care Corp Contract Amount: \$102,362

ARCHITECT: TRO Jung/Brannen

OUTPATIENT REHAB - METHODIST UNIVERSITY
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$817,000

ARCHITECT: TRO Jung/Brannen

OUTPATIENT PHARMACY- VETERANS HOSPITAL
 OWNER: Veterans Administration Contract Amount: \$797,059

ARCHITECT:

NEURO CATH LAB - METHODIST UNIVERSITY
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$720,937

ARCHITECT: TRO Jung/Brannen

PEDIATRIC ASSOCIATES, ATOKA BAPTIST
 OWNER: Baptist Health Care Corp Contract Amount: \$174,340

ARCHITECT: Bottletree Design Group

DIETARY RENOVATIONS - METHODIST UNIVERSITY
 OWNER: Methodist Lebonheur Health Systems Contract Amount: \$532,578

ARCHITECT: TRO Jung/Brannen

BAPTIST DESOTO MRI
 OWNER: Baptist Health Systems Contract Amount: \$119,192

ARCHITECT: Bottletree Design

6490 MT MORIAH

OWNER: Dr. Jacinto Hernandez Contract Amount: \$2,000,000

ARCHITECT: Askew Nixon Ferguson

VETERINARY MEDICAL RESEARCH – VETERANS HOSPITAL

OWNER: Veterans Administration Contract Amount: \$5,725,153

ARCHITECT:

GE PET SCAN SYSTEMS

OWNER: Veterans Administration Contract Amount: \$491,650

ARCHITECT:

HEALTHCARE ASSOCIATES LLC – BARTLETT SHELL BLDG

OWNER: Dr. Wessam Ballouck Contract Amount: \$700,661

ARCHITECT: Christopher Kidd & Associates

AREAWAYS VETERANS ADMINISTRATION HOSPITAL

OWNER: Veterans Administration Contract Amount: \$112,824

ARCHITECT: U. S. Government

AHU REPLACEMENT – DOCK DOORS - CHILLER VETERANS ADMINISTRATION HOSPITAL

OWNER: Veterans Administration Contract Amount: \$84,455

ARCHITECT: U. S. Government

FENCE VETERANS ADMINISTRATION HOSPITAL

OWNER: Veterans Administration Contract Amount: \$200,738

ARCHITECT: U. S. Government

COLLIERVILLE FIRST BAPTIST CHURCH

OWNER: Collierville First Baptist Church Contract Amount: \$14,000,000

ARCHITECT: McGehee Nicholson Burke

4th FLOOR SEISMIC – VETERANS HOSPITAL

OWNER: Veterans Administration Contract Amount: \$878,886

ARCHITECT:

MRI LEBONHEUR CHILDRENS HOSPITAL

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$516,789

ARCHITECT: TRO Jung/Brannen

TOP RX, 2950 Brother Blvd

OWNER: Top Rx Contract Amount: \$871,588

ARCHITECT: Bottletree Design

123 S COURT RENOVATION

OWNER: Kenny King Contract Amount: \$1,168,643

ARCHITECT: Architecture Inc.

PHARMACY METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$939,387

ARCHITECT: TRO Jung/Brannen

12 BED MED SURG METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$645,600

ARCHITECT: TRO Jung/Brannen

FOUNDATION AT LEBONHEUR

OWNER: Methodist Health Systems Contract Amount: \$286,645

ARCHITECT: TRO Jung/Brannen

ULTRASOUND METHODIST HOSPITAL

OWNER: Methodist Health Systems Contract Amount: \$543,690

ARCHITECT: TRO Jung/Brannen

EMERGENCY DEPARTMENT METHODIST UNIVERSITY

OWNER: Methodist Health Systems Contract Amount: \$729,653

ARCHITECT: TRO Jung/Brannen

ED, RADIOLOGY, ADMIN, CT METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$1,511,636

ARCHITECT: TRO Jung/Brannen

ORTHO MRI – BAPTIST HOSPITAL

OWNER: Baptist Memorial Healthcare Corp Contract Amount: \$462,089

ARCHITECT: Bottletree Design

MEMPHIS ACADEMY OF SCIENCE & ENGINEERING

OWNER: Memphis Academy of Science & Engineering Contract Amount: \$982,687

ARCHITECT:

ENDOSCOPY METHODIST UNIVERSITY HOSPITAL

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$790,081

ARCHITECT: TRO Jung/Brannen

MIDTOWN DIALYSIS

OWNER: Dominga Hernandez/Maria Ruiz Contract Amount: \$1,722,041

ARCHITECT: Bottletree Design

METHODIST HOSPITAL GERMANTOWN PREP POST

OWNER: Methodist Health Systems Contract Amount: \$1,596,482

ARCHITECT: TRO Jung/Brannen

METHODIST UNIVERSITY HOSPITAL, 6 OR PACS

OWNER: Methodist Health Systems Contract Amount: \$3,075,051

ARCHITECT: TRO Jung/Brannen

400 SOUTH MAIN

OWNER: Kenny King Contract Amount: \$1,000,000

ARCHITECT: By Owner

METHODIST NORTH LAB EXPANSION / ICU

OWNER: Methodist Health Systems Contract Amount: \$2,448,134

ARCHITECT: TRO / LRK

FRIENDS FOR LIFE

OWNER: Friends for Life Contract Amount: \$305,508

ARCHITECT: ANF Architects

WESLEY HIGHLAND MANOR

OWNER: Wesley Highland Manor Contract Amount: \$2,496,404

ARCHITECT: BottleTree Design

METHODIST SOUTH – TARGET BUILDING

OWNER: Methodist Health Systems Contract Amount: \$1,779,984

ARCHITECT: BottleTree Design

LEBONHEUR ED RENOVATION

OWNER: Methodist Lebonheur Health Systems Contract Amount: \$406,736

ARCHITECT: TRO

OB ED TRIAGE SUPPORT METHODIST GERMANTOWN

OWNER: Methodist Health Systems Contract Amount: \$451,933

ARCHITECT: Allen & Hoshall

WORSHIP SPACE AND RELIGIOUS EDUCATION BUILDING

OWNER: Christ The King Catholic Church Contract Amount: \$6,335,449

ARCHITECT: ANF Architects, Inc., Joe Wieronski, 278-6868

WOMENS AND CHILDRENS CENTER

OWNER: Crittenden Memorial Hospital Contract Amount: \$3,216,000

ARCHITECT: Allen & Hoshall, Rob Herd, 820-0820

CHEST PAIN / EMERGENCY DEPT. EXPANSION - METHODIST SOUTH

OWNER: Methodist Hospitals Contract Amount: \$743,335

ARCHITECT: Allen & Hoshall, Rob Herd, 820-0820

LAW OFFICE OF ARNOLD WEISS

OWNER: Arnold Weiss, 526-8296 Contract Amount: \$132,000
 ARCHITECT: Yeates Design, Jenny Yeates 336-3373

HEMOTOLOGY LAB - METHODIST CENTRAL

OWNER: Methodist Hospitals Contract Amount: \$236,798
 ARCHITECT: Allen & Hoshall, Rob Herd 820-0820

SCHILLING FARMS DIALYSIS

OWNER: Jacinto Hernandez, MD, 528-9565 Contract Amount: \$1,000,000
 ARCHITECT: ANF Architects, Joe Wieronski, 278-6868

BEHAVIOUR HEALTH, 2ND FLOOR RENOVATION

OWNER: Methodist Hospitals Contract Amount: \$200,000
 ARCHITECT: By Owner

EMERGENCY DEPARTMENT METHODIST GERMANTOWN

OWNER: Methodist Hospitals Contract Amount: \$240,000
 ARCHITECT: Allen & Hoshall, Rob Herd 820-0820

CHURCH ENTRY ADDITIONS AND RENOVATIONS

OWNER: Woodland Presbyterian Church Contract Amount: \$485,000
 ARCHITECT: Fleming & Assoc

CATH LAB - METHODIST CENTRAL

OWNER: Methodist Hospitals Contract Amount: \$1,040,090
 ARCHITECT: Allen & Hoshall, Rob Herd 820-0820

MRI METHODIST SOUTH

OWNER: Methodist Hospitals Contract Amount: \$800,000
 ARCHITECT: Allen & Hoshall, Rob Herd 820-0820

FOOD COOK CHILL

OWNER: Methodist Hospitals Contract Amount: \$431,000
 ARCHITECT: Allen & Hoshall, Rob Herd 820-0820

ST. PETER CHURCH EXPANSION

OWNER: St. Peter Church Contract Amount: \$3,000,000
 ARCHITECT: ANF, Architects Inc., Lee Askew 278-6868

KIRBY PINES ESTATES BUILDING E AND O

OWNER: Psalms Inc. Contract Amount: \$11,500,000
 ARCHITECT: MNB, Lynn Burke, 683-7666

EAGLE RESIDENCE

OWNER: Contract Amount: \$1,500,000
 ARCHITECT: Alexander Gorlin, 212-229-1199

EAST MEMPHIS DIALYSIS

OWNER: Mid South Nephrology Contract Amount: \$1,650,084
 ARCHITECT: Fleming Assoc.

CENTRAL PLANT UPGRADE - CRITTENDEN HOSPITAL

OWNER: Crittenden Memorial Hospital Contract Amount: \$600,000
 ARCHITECT: Allen & Hoshall

POB IMAGING AND MRI, METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$1,396,397
 ARCHITECT: LRK, David Galante, 521-1440

EPISCOPAL DIOCESAN HOUSE

OWNER: Episcopal Diocese of West Tn Contract Amount: \$511,314
 ARCHITECT: Williamson Pounders Architects, Jim Williamson, 527-4433

MEMPHIS ENGRAVING CO. - ADDITION

OWNER: Memphis Engraving Co. Contract Amount: \$163,700
 ARCHITECT: Brough & Stephens

NORTHWEST AIRLINES**UNACCOMPANIED MINOR ROOM AND GROUND CONTROL TOWER RENOVATIONS**

OWNER: Northwest Airlines Contract Amount: \$574,972
 ARCHITECT: Pickering Firm Inc

CARDIO LAB RENOVATION - METHODIST SOUTH

OWNER: Methodist Hospital South Contract Amount: \$1,000,000
 ARCHITECT: TRO Jung/Brannen

PAIN CENTER METHODIST CENTRAL

OWNER: Methodist Health Systems Contract Amount: \$580,000
 ARCHITECT: Allen & Hoshall

TENANT INFILL SUITES, METHODIST NORTH P.O.B. - PHASE II**MEMPHIS, TENNESSEE**

OWNER: Methodist Hospital North Contract Amount: Tenant Finish
 ARCHITECT: LRK, Architects Inc.

**METHODIST GERMANTOWN IMAGING CENTER - MRI ADDITION
GERMANTOWN, TN**

OWNER: Methodist Health Systems Contract Amount: \$1,375,450
 ARCHITECT:

**DIAGNOSTIC IMAGING
MEMPHIS, TENNESSEE**

OWNER: Diagnostic Imaging Contract Amount: \$215,338
 ARCHITECT:

UT - PEDIATRIC DENTAL**CRITTENDEN MEMORIAL HOSPITAL**

OWNER: Crittenden Memorial Hospital Contract Amount: \$336,933.00
 ARCHITECT: Allen & Hoshall

R & D LAB RENOVATION**SCHERING PLOUGH CORPORATION**

OWNER: Schering Plough Contract Amount: \$856,531
 ARCHITECT: Griffith C. Burr.

KIRBY PINES ESTATES**MEMPHIS, TENNESSEE**

OWNER: Maintenance Building, Greenhouse Contract Amount: \$1,547,200
 ARCHITECT: MNB

**MID SOUTH NEPHROLOGY OFFICE
MEMPHIS, TENNESSEE**

OWNER:	Dr. Jacinto Hernandez	Contract Amount:	\$1,100,000
ARCHITECT:	ANF, Architects Inc.		

**HACKS CROSS EXPANSION
MEMPHIS, TENNESSEE**

OWNER:	Methodist Primary Care	Contract Amount:	\$1,415,969
ARCHITECT:	JMGR		

**METHODIST CENTRAL MRI / RADIATION THERAPY
MEMPHIS, TENNESSEE**

OWNER:	Methodist Health Systems	Contract Amount:	\$1,114,670
ARCHITECT:	Allen & Hoshall		

**SUITE'S "R" AND "Q" - METHODIST GERMANTOWN P.O.B.
GERMANTOWN, TN**

OWNER:	Methodist Health Systems	Contract Amount:	\$414,314
ARCHITECT:	LRK		

**KIRBY PINES ESTATES
EXTENDED CARE FACILITY, CENTRAL PLANT**

OWNER:	Psalms Inc.	Contract Amount:	\$3,500,000
ARCHITECT:	McGehee Nicholson Burke		

**MEMPHIS KIDNEY & DIALYSIS SERVICES
MEMPHIS, TN**

OWNER:	MKDS	Contract Amount:	\$778,523
ARCHITECT:	Camden Architecture		

**M.R.I. FACILITY
METHODIST HOSPITAL NORTH**

OWNER:	Methodist Health Systems	Contract Amount:	\$626,195
ARCHITECT:	The Pickering Firm		

**GERMANTOWN RADIATION THERAPY CENTER
GERMANTOWN, TN**

OWNER:	Mid South Radiation Oncology LLC	Contract Amount:	\$787,610
ARCHITECT:	PPB Inc., Louisville, KY, Tom Cheek		

**EAST ARKANSAS, ST. FRANCIS COUNTY, NORTH PARKWAY MEMPHIS,
WHITEHAVEN, and TIPTON COUNTY DIALYSIS CLINIC'S**

OWNER:	Dr. Jacinto Hernandez /	Contract Amount:	\$2,868,000
ARCHITECT:	Camden Architecture, Dallas, Tx		

**TUNICA MEDICAL COMPLEX
TUNICA, MISSISSIPPI**

OWNER:	Methodist Health Systems	Contract Amount:	\$1,224,685
ARCHITECT:	J. Wise Smith Associates		

**NEUROSCIENCE RENOVATION
BAPTIST HOSPITAL EAST**

OWNER:	Baptist Memorial Hospital	Contract Amount:	\$152,088
ARCHITECT:	Earl Swennson Associates		

ST. JOSEPH HOSPITAL**SKILLED NURSING FACILITY RENOVATION**

OWNER: St. Joseph Hospital Contract Amount: \$1,468,558
 ARCHITECT: The Pickering Firm

METHODIST HOSPITALS OF MEMPHIS - TENANT RENOVATIONS**4th & 5th Floor, Methodist South, Memphis Orthopaedic Group at Germantown****Chronic Dialysis Renovation at North, Drs. Brown and Green****Memphis Internal Medicine at Sanderlin**

OWNER: Methodist Health Systems Contract Amount: \$768,119
 ARCHITECT: Various

MEMPHIS NORTH DIALYSIS

OWNER: Memphis North Dialysis Contract Amount: \$295,000
 ARCHITECT: Camden Architecture, Dallas, TX

METHODIST HOSPITAL NORTH - CCU WAITING ROOM**MAMMOGRAPHY/INTERMEDIATE CARE**

OWNER: Methodist Hospital North Contract Amount: \$250,000
 ARCHITECT: The Pickering Firm

HEALTH CHOICE RENOVATION

OWNER: Methodist Health Systems Contract Amount: \$150,000
 ARCHITECT: ANF Architects Inc.

HACKS CROSS PRIMARY CARE FACILITY

OWNER: Methodist Hospital Germantown Contract Amount: \$1,112,360
 ARCHITECT: Nix Mann Architects

METHODIST PHARMACY - CENTRAL CAMPUS

OWNER: Methodist Health Systems Contract Amount: \$378,138
 ARCHITECT: Allen & Hoshall, Bruce Fisackerly

CRITTENDEN MEMORIAL HOSPITAL LABOR & DELIVERY UNIT

OWNER: Crittenden Memorial Hospital Contract: \$519,431
 ARCHITECT: Pat Kelly Magruder

CARDIAC CARE/OUTPATIENT FACILITY - METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$3,704,236
 ARCHITECT: The Pickering Firm

OB/GYN EXPANSION - METHODIST NORTH

OWNER: Methodist Health Systems Contract Amount: \$1,638,002
 ARCHITECT: The Pickering Firm

LAB RENOVATIONS - METHODIST NORTH

OWNER: Methodist Health Systems Contract Amount: \$100,000
 ARCHITECT: The Pickering Firm

CENTURY BUILDING / DR. AKERS

OWNER: Methodist. P. C. A. Contract Amount: \$319,000
 ARCHITECT: ANF Inc., Lee Askew, 278-6868

METHODIST MEDICAL COMPLEX PHASE I AND II**BUILDINGS "A", "B", "C", "D", "E" AND "G"**

OWNER: Methodist Health Systems Contract Amount: \$2,141,205
 ARCHITECT: Beavers Smith Langford Munding

M.R.I. - METHODIST HOSPITAL NORTH

OWNER: Methodist Health Systems Contract Amount: \$80,000
 ARCHITECT:

TRINITY HEALTHCARE SERVICES - PHASE I AND II

OWNER: Trinity Healthcare Services Contract Amount: \$600,000
 ARCHITECT: Looney Ricks Kiss

MAGNETIC RESONANCE IMAGING FACILITY - STAGE ROAD

OWNER: Health Images Contract Amount: \$289,000
 ARCHITECT: Health Images

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 11/28/17 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Stefanie McGee
Department Head: A. Keith McDonald

Appoint Tommy Gately as Assistant Fire Chief.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2259)

Meeting: 11/28/17 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2259

Ordinance 17-07, an ordinance to amend Title 17, Chapter 1, Sections 101, 102, and 105, and add Section 106 of the Codified Ordinances to address yard waste removal.

WHEREAS, residents are removing and disposing of increased natural yard waste than in years past, and

WHEREAS, it is the intent and purpose of the City of Bartlett to collect such waste in a timely and cost-efficient manner, and

WHEREAS, the increase in yard waste removal has caused a strain the Public Works' staff, equipment, and budget, and

WHEREAS, amendments to the Codified Ordinances will alleviate these strains and continue to allow the City to serve its citizens in the best manner possible, and

NOW THEREFORE BE IT HEREBY ORDAINED that the Board of Mayor and Aldermen amend Title 17, Chapter 1, Sections 101, 102, and 105 by repealing and replacing each in its entirety and adding Section 106 as follows:

17-101 Yard Waste Removal.

All residences within the City of Bartlett will receive yard waste collection service. Citizens have the option to purchase a yard waste cart from the Public Works Department for yard/natural debris. Bagged debris and yard waste carts will be collected during weekly garbage collection.

Larger yard waste, such as tree limbs, shrubs or bushes, will be collected weekly when placed in piles of 12 cubic yards or less. Piles should be placed curbside away from structures such as mailboxes, fire hydrants, and utility poles. Additionally, no loose yard debris should be placed near drainage ditches, gutters, storm drains, or on the street pavement or sidewalk.

During autumn and winter seasons, leaves may be placed loose (unbagged) in a dome-shaped pile no more than five feet from the street surface and not on the sidewalk. Debris should never be placed on the road way. Loose leaf collection times will not likely coincide with weekly garbage collection.

~~17-101. Notice to remove. Upon the failure of any owner or property within the city to remove rubbish or refuse from his property and dispose of it in accordance with the law, it~~

~~shall be the duty of the sanitation department of the public works division to serve a notice on the owner of such property to clean the property, within five (5) days of the service of such notice. Such notice may be served personally on the owner of the property, may be mailed to the last known address on such owner by registered or certified mail or may be posted on the property on which such refuse exists. Service of notice by any of the above methods shall be due notice to such owner.~~

17-102 Excess Yard Waste.

If more than 12 cubic yards of yard waste is set out for a single pickup, the Public Works Department will notify the resident that the amount is in excess of City ordinance. Upon notice of excess, the resident will have five business days to remove the excess yard waste. Such notice may be served personally on the owner of the property, may be mailed to the last known address on such owner by registered or certified mail or may be posted on the property on which such refuse exists. Service of notice by any of the above methods shall be due notice to such owner.

Citizens have three options to remove excess yard waste within the five-business-day time frame:

- 1) Hire a professional contractor to remove the excess yard debris.
- 2) Personally transport the yard debris to the City's Solid Waste facility at a time pre-arranged with Solid Waste Division.
- 3) Contact the City's Solid Waste Division for a cost estimate to pick up the excess yard waste. Cost will be based on the current average commercial rate, and/or set by resolution. It is subject to change in the City's annual budget ordinance.

~~17-102. Removal. (1) In addition to the fine referred to in § 17-105 upon failure of any owner of lots or lands in the city to clean the property described in the notice mentioned in § 17-101 within five (5) days thereof, the sanitation department is authorized and directed to have such work done and a statement of the costs thereof shall be filed with the director of budget and finance or his designee. A lien is hereby declared on such property for all costs and expenses incurred by the city. (2) Upon receipt of the statement of costs of cleaning property by city forces or by contract pursuant to this section, the director of budget and finance or his designee may transmit a true copy thereof to the city attorney, who shall forthwith institute suit or take such other proceedings as may be necessary to enforce the lien on such property. (3) All uncollected costs for the current year shall be certified to the city treasurer on or be the duty of the city treasurer to collect, as a special tax, the amount so certified at the time city taxes levied against properties from which the refuse was removed for the next succeeding year are collected. The cost of cleaning property by city forces or by contract pursuant to this section, is hereby declared to be a special tax to be collected as general taxes levied by the city.~~

17-105 Exceptions.

When a Federal or State emergency is declared, this ordinance shall be suspended until such time as the declaration expires or the mayor determines that sufficient order has been restored.

The mayor may provide for the collection and removal of garbage and rubbish from any place or premise at times in addition to those when regular collection service is provided. The mayor shall have the authority to provide for the collection and removal of garbage above and beyond the extent of any contract in time of an emergency.

~~17-105. Penalty. Failure to carry out the provisions of this chapter shall be considered a misdemeanor subject to a fine not less than five dollars (\$5.00) or more than fifty dollars (\$50.00).~~

17-106. Violation/Penalty.

If excess yard waste is not redressed in the time frame and manner as set within this Chapter, the resident may receive a citation to Shelby County Division 14 General Sessions Court for enforcement of City Ordinances involving environmental violations.

SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 28, 2017

Second Reading: December 12, 2017

Third Reading: January 9, 2018

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Chief Administrative Officer Mark Brown stated that earlier this year the Board held a work session to discuss how to address the excessive amount of residential yard waste. The Board and administration wanted to avoid adding several additional crews and equipment due to high costs.

This ordinance increases the amount of yard waste to be picked up to 12 cubic yards, nearly double the current amount. It also adds a process if the property owner places more than 12 cubic yards at the curb at one time. Either the City will pick it up for an additional fee, the resident can drop it off, or hire a contractor to remove it. This amendment also added that the mayor could make exceptions to the ordinance and can set different procedures during an emergency.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	12/12/2017 7:00 PM	
MOVER:	W.C. Pleasant, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

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- 3) Contact the City's Solid Waste Division for a cost estimate to pick up the excess yard waste. Cost will be based on the current average commercial rate, and/or set by resolution. It is subject to change in the City's annual budget ordinance.

17-103. Trash receptacles or garbage can areas to be enclosed or screened.

- (1) This receptacle can either be designed and hidden into the scheme of structure of the building itself, or be constructed as a durable enclosure in accordance with design standards adopted by the city and available in the city planning department.
- (2) On all commercial building sites where the building was constructed prior to 1979, with no enclosed area for trash receptacles, the dumpsters or other trash receptacles shall be located behind the building setback line and hidden from street view when it is possible to do so. In the event the owner or tenant feels that this is not possible, the design and review commission shall review the site for possible alternatives.

- (3) On all commercial building sites where construction has taken place since 1979, and trash receptacle areas were approved at the time site plan approval was obtained and approved by the design review commission, the trash receptacle area shall be maintained according to the original site plan approval. In the event that a trash receptacle area was not addressed for any reason on the original site plan approval, then in that event, these building locations shall be required to comply with this section as if it were a new structure.
- (4) All temporary dumpsters located at building construction sites and all dumpsters placed for the special purpose of collecting recyclable material are exempt from all provisions of this section.

17-104. Curbside garbage carts regulated.

- (1) The ninety (90) gallon wheeled garbage carts are to be placed at the curb by 7:00 A.M. on the homeowners scheduled collection day and the carts shall not be placed at the curb sooner than 7:00 P.M. the day before collection day. The cart is not to be placed in the road. If there is no curb at the residence then the cart is placed at the end of the driveway or along the roadside.
- (2) The garbage carts are to be returned to a location behind the front of the residence by 7:00 A.M. of the morning following the scheduled day of pickup.
- (3) Penalty for failure to comply shall be up to a fifty dollar (\$50.00) fine with each day being a separate offense.)

17-105 Exceptions.

When a Federal or State emergency is declared, this ordinance shall be suspended until such time as the declaration expires or the mayor determines that sufficient order has been restored.

The mayor may provide for the collection and removal of garbage and rubbish from any place or premise at times in addition to those when regular collection service is provided. The mayor shall have the authority to provide for the collection and removal of garbage above and beyond the extent of any contract in time of an emergency.

17-106. Violation/Penalty.

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