

**CONTRACT**  
**by and between**  
**SHELBY COUNTY GOVERNMENT**  
**And**  
**BARNES & BROWER, INC.**

**WOLF RIVER GREENWAY PHASE 8 PROJECT**

This contract (the "Contract") entered into this 18<sup>th</sup> day of May, 2018, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and BARNES & BROWER, INC. hereinafter referred to as "CONTRACTOR".

**WITNESSETH**

**WHEREAS**, the COUNTY has the need for a bicycle and pedestrian trail; and

**WHEREAS**, the COUNTY issued a Request for Quotation, Sealed Bid ("SBI") Number I-000485 Wolf River Greenway Trail/Phase 8 Project for construction services and the CONTRACTOR submitted a bid/Quotation in accordance with the bid specifications by the required deadline of December 5, 2017; and

**WHEREAS**, the CONTRACTOR has the knowledge and expertise to provide such construction services; and

**WHEREAS**, the COUNTY awarded the Sealed Bid to CONTRACTOR on or about January 10, 2018; and

**WHEREAS**, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

**NOW THEREFORE**, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

**I. SCOPE OF WORK**

1. The CONTRACTOR shall provide the services as outlined within COUNTY'S Request for Quotation Sealed Bid Number SBI-000485 Wolf River Greenway Trail/Phase 8 Project and CONTRACTOR'S response thereto, both of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference as if stated verbatim (the "Services").
2. CONTRACTOR shall coordinate all work with COUNTY through the Shelby County Public Works Department. Work shall be completed within one hundred fifty (150) calendar days of the date noted on the notice to proceed from Shelby County Government.

3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to one-hundred percent (100%) of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.
4. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY, CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in accordance with the specifications as set forth in Exhibit A and as directed by the County Engineer.

## II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon written notice to proceed from COUNTY and continue for 90 calendar days.
2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total amount not to exceed NINE HUNDRED NINE THOUSAND FORTY FOUR (\$909,044.00) DOLLARS and 00/100 (the "Fee") during the term of this Contract which shall include all reimbursable expenses. It is the duty of the CONTRACTOR to monitor such fees, costs, and expenses to ensure the CONTRACTOR does not exceed this total dollar amount. The COUNTY expressly reserves the right to deny payment of any amount billed in excess of NINE HUNDRED NINE THOUSAND FORTY FOUR (\$909,044.00) DOLLARS and 00/100.
3. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis. Invoices shall be submitted electronically via email to the attention of Mr. Clay Stokes, P.E., Senior Engineer, Roads, Bridges, and Engineering at Clay.Stokes@shelbycountytn.gov. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract. In the event any invoice contains errors, the CONTRACTOR shall correct same and resubmit the invoice to the COUNTY. The COUNTY will have thirty (30) days

from the date of the receipt of the corrected invoice to remit payment for same.

4. CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of COUNTY contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. COUNTY is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

### III. GENERAL CONDITIONS

The parties further agree as follows:

#### 1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

#### 2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

#### 3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and

federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

#### 4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

#### 5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
  - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
  - ii) CONTRACTOR has subcontracted, assigned, delegated,

transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or

- iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.
- e. The COUNTY has the option to cancel the Contract and/or any Renewals if the COUNTY is put on notice of legal problems with CONTRACTOR or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final

determination of the matter the public welfare requiring it.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation, or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee,

gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or

negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONSULTANT or its subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment



Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

- a. The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.
- b. Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans subrecipients of federal funds through the entity.
- c. The CONTRACTOR shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in

construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

If travel expenses are payable under this Contract, such shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Sealed Bid Documents or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. SECTION 3 REQUIREMENTS

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organizations or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3

clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogations of compliance with Section 7(b).

26. RIGHT TO REQUEST REMOVAL OF CONTRACTOR'S EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

27. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

28. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

29. CONFIDENTIAL INFORMATION

a. CONTRACTOR acknowledges that, in dealing with individuals in the provision of the Services for COUNTY, any information gathered for the provision of the Services is confidential information. CONTRACTOR agrees to hold all confidential information in strict confidence, and except as expressly set forth herein, will not disclose such confidential information to any third party(s), including but not limited to any corporation, company, group, partnership, agency or individual. CONTRACTOR shall:

- i) use the confidential information only in connection with the provision of the Services;
- ii) disclose the confidential information only to its officers, directors, and employees who need to know the confidential information to accomplish the preparation of the audits and/or auditing process; and
- iii) safeguard the confidential information with the same or greater degree of care to avoid unauthorized disclosure as the CONTRACTOR uses to protect its own confidential information.

b. In the event that the CONTRACTOR or anyone to whom it transmits confidential information becomes legally compelled to disclose any of the confidential information, the CONTRACTOR will provide the COUNTY with prompt written notice before such confidential information is disclosed so that the COUNTY can seek a protective order or other appropriate remedy. Unauthorized disclosure of confidential information by the CONTRACTOR shall result in immediate termination of the Contract.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in

good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

### 31. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the COUNTY from claims which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. **Shelby County Government, its elected officials, appointees and employees will be named as additional insured.** All policies shall provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice to COUNTY, CONTRACTOR will immediately notify COUNTY and provide evidence of replacement coverage with no lapse. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
  - i. Commercial General Liability Insurance -  
\$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General

Aggregate/\$2,000,000.00 Products-Completed Operations Aggregate, indicating the coverage is provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:

- a. Premises/Operation;
  - b. XCU coverage, where applicable;
  - c. Products/Completed Operations;
  - d. Contractual Liability;
  - e. Independent Vendors/Contractors;
  - f. Broad Form Property Coverage;
  - g. Personal Injury Liability.
- ii. Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage and with a waiver of right to subrogation against Shelby County Government for any and all workers compensation claims. This policy should include Employers' Liability Coverage for \$1,000,000.00 per accident.
- iii. Business Automobile Liability Insurance - \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased autos, non-owned autos, and hired autos.
- iv. Builders Risk and/or Installation Floater - Coverage to applicable for the work being performed.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government  
Purchasing Department  
160 N. Main, Suite 900  
Memphis, TN 38103



- d. Upon termination or cancellation of insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applicable to COUNTY will apply as primary and non-contributory regardless of any insurance or self-insurance maintained by the COUNTY.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government  
Engineering Department  
6463 Haley Road  
Memphis, Tennessee 38134

*and*

Shelby County Government  
Contract Administration  
160 N. Main St., Suite 950  
Memphis, Tennessee 38103

VENDOR: Barnes & Brower, Inc.  
3787 Old Getwell Road  
Memphis, Tennessee 38118

33. ORDER OF APPLICATION OF CONTRACT AND SUPPORTING EXHIBITS

In the event of a discrepancy or conflict between the terms of this Contract, the Request for Quotation (Exhibit A) and/or the Response to the Request for Quotation (Exhibit B), the terms of this Contract shall control followed by the Request for Quotation (Exhibit A) and, lastly the Response to the Request for Quotation (Exhibit B).

It is agreed that the following documents are made a part of and incorporated fully into this construction Contract:

- A. Performance Bond
- B. Labor and Material Bond
- C. Insurance Certificate

- D. Bid Specifications (RFQ Sealed Bid No. I000485, Exhibit "A")
- E. Contractor's Bid/Quotation (Exhibit "B")
- F. List of subcontractors who will be performing work on project with attached required information (Exhibit "C")

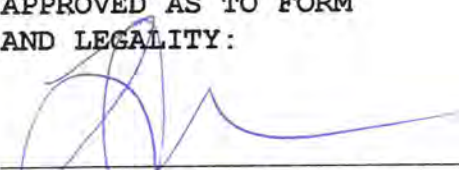
34. PERFORMANCE AND LABOR AND MATERIALS BONDS

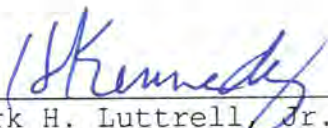
CONTRACTOR will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor Materials Bond each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than full twelve (12) month period.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

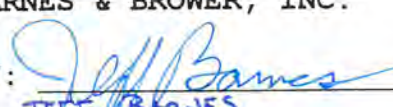
APPROVED AS TO FORM  
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

  
\_\_\_\_\_  
Contract Administrator/  
Assistant County Attorney

*for*   
\_\_\_\_\_  
Mark H. Luttrell, Jr. Mayor

BARNES & BROWER, INC.

BY:   
\_\_\_\_\_  
JEFF BARNES  
TITLE: PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Jeff Barnes, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the contract, the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose herein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and official seal at office this 8 day of March, 2018.

Julia E. Turberville  
Notary Public



My commission expires: 4-07-19

KNOW ALL MEN BY THESE PRESENTS, That we Barnes & Brower, Inc. a corporation organized under the laws of the State of Tennessee and licensed to do business in the State of Tennessee, as Principal, and Arch Insurance Company a corporation organized and existing under the laws of the State of Missouri with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of Nine Hundred Nine Thousand Forty Four DOLLARS (\$ 909,044.00), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated WOLF RIVER GREENWAY PHASE 8 PROJECT which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this 18<sup>th</sup> day of May, A.D., 2018.

IN WITNESS WHEREOF, We have duly executed the foregoing obligation this 18<sup>th</sup> day of May A.D.2018



FOR SHELBY COUNTY GOVERNMENT:

Corporate Name: Barnes & Brower, Inc.

JEFF BARNES - President

[Signature]  
for Mayor of Shelby County, TN

Attest: Brenda Burns Secretary John R. ... 5/17/18 Director of Public Works

SURETY Arch Insurance Company (Seal)

BY: Mary H. Tibbets (Seal)  
Mary H. Tibbets, Attorney in Fact

APPROVED AS TO FORM:

BY: \_\_\_\_\_ (Seal)  
Attorney in Fact

[Signature]  
Assistant County Attorney

State of Tennessee

County of Shelby

I, Michelle Hardeman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary H. Tibbets who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Arch Ins. Co., appeared before me this day in person and acknowledged that he signed the name of Mary H. Tibbets

thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 26th day of February A.D. 2018.

Michelle E. Hardeman  
Notary Public  
Michelle E. Hardeman  
Expires December 4, 2018



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**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alex E. Mathis, Dale B. Menard, Joe B. Evans Jr., Mary H. Tibbets, and S. Eugene Mathis Jr. of Cordova, TN (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

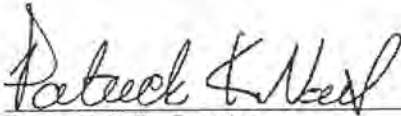
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

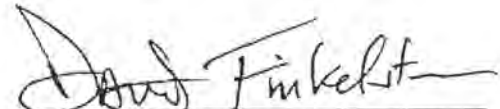
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20<sup>th</sup> day of December, 2017.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

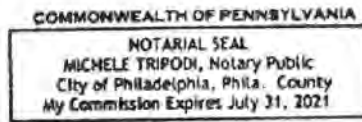


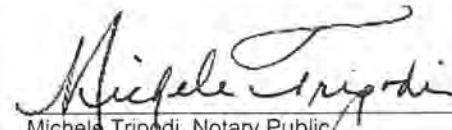
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 20, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
Patrick K. Nails, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102





BARN&BR-01

PYOKLEY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2018

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

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

PRODUCER Mathis, Tibbets & Massey, Inc 6401 Poplar Avenue Suite 250 Memphis, TN 38119	CONTACT NAME: Paula Yokley	
	PHONE (A/C, No, Ext): (901) 202-8634	FAX (A/C, No): (901) 202-8644
	E-MAIL ADDRESS: pyokley@mtmins.com	
INSURED  Barnes & Brower, Inc. 3787 Old Getwell Road Memphis, TN 38118	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Amerisure Partners Ins. Co.	NAIC # 11050
	INSURER B : Amerisure Mutual Insurance Co	23396
	INSURER C : The Ohio Casualty Insurance Company	24074
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPP20886450405	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp \$1000 Ded <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll \$1000 Ded		CA20886410405	08/02/2017	08/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU20886420402	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC-2088643-04	08/02/2017	08/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BR Spec. Incl theft		BMO58437381	02/26/2018	02/26/2019	Limit 909,044
C	Excl. FL & EQ		BMO58437381	02/26/2018	02/26/2019	AOP Ded 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Wolf River Greeway Trail Phase 8  
Shelby County Government, its elected officials, appointees and employees and members of boards, agencies, and commissions are named as Additional Insured with respect to General Liability and Automobile Liability as required by written contract. Waiver of subrogation is provided in favor of Shelby County for any and all workers compensation claims as required by written contract. Thirty (30) days notice of cancellation.

CERTIFICATE HOLDER  Shelby County Government Contract Administration 160 N. Main, Suite 950 Memphis, TN 38103	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary J. Tibbets</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP20886450405	<b>Agency Number</b> 34-5908	<b>Policy Effective Date</b> 08/02/2017
<b>Policy Expiration Date</b> 08/02/2018	<b>Date</b> 07/28/2017	<b>Account Number</b>
<b>Named Insured</b> Barnes & Brower, Inc.	<b>Agency</b> Mathis Tibbets & Massey, Inc.	<b>Issuing Company</b> Amerisure Partners Ins. Co.

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve:
    - (a) Maps;
    - (b) Drawings;
    - (c) Opinions;
    - (d) Reports;
    - (e) Surveys;
    - (f) Change orders;
    - (g) Design specifications; and
  - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance** is deleted and replaced with the following:
- 4. Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
  - b. Excess;
  - c. Contingent; or
  - d. On any other basis;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85      Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \_\_\_\_\_

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";
  - (2) To any person or organization included as an insured by an endorsement or in the Declarations;  
or

- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. Fellow Employee is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

#### A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

#### B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or



**Shelby County  
Tennessee**

**MARK H. LUTTRELL, JR, MAYOR**

**REQUEST FOR QUOTATION**

**BID DESCRIPTION:** WOLF RIVER GREENWAY TRAIL/PHASE 8

**COMMODITY:** 912-23 CONSTRUCTION, GENERAL

**(Code No. and Description)**

**BID NUMBER:** SEALED BID 1000485  
**(Sealed Bid or Regular Bid)**

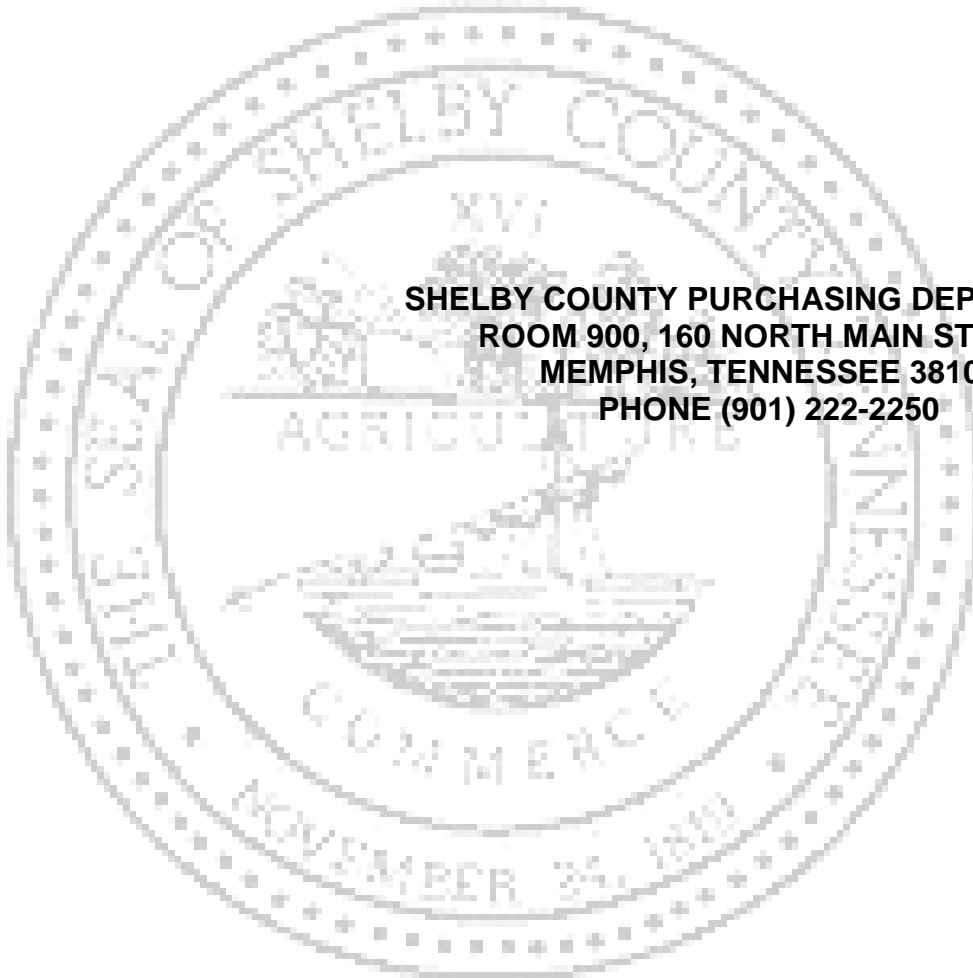
**DUE DATE: NO LATER THAN** 2:00 Tuesday 12/05/17  
**(TIME) (DAY) (DATE)**

**ORIGINAL SPECIFICATIONS**     **(REVISED) SPECIFICATIONS**

**160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103**



**SEALED BID #: I000485  
DUE DATE: 12/05/17  
BUYER: S. WORTHY**



**SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
PHONE (901) 222-2250**

**SECTION I  
NOTICE TO BIDDERS**

**Shelby County  
Tennessee**

**MARK H. LUTTRELL, JR., MAYOR**

Shelby County Government has issued **Sealed Bid Number I000485**, for **Wolf River Greenway Trail/ Phase 8**. Information regarding this bid is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described Seal Bid.

You will note that your bid is due no later than **2:00 PM**, Tuesday, **December 5, 2017**, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 900, Memphis, TN 38103.

All bids will be opened and publicly read by the Shelby County Government, at the time mentioned above, in the Purchasing Department, Suite 900, 160 North Main Street, Memphis, TN 38103.

**A mandatory pre-bid meeting to address questions will be held on Tuesday, November 14, 2017 at 11:00a.m (CST) at Shelby County Roads and Bridges Office located at 6449 Haley Road, Memphis, TN 38134.**

**A consideration in determining the best low bid will be the bidder's local presence or ownership within Shelby County.**

**As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid submission.**

To receive an E.O.C. Eligibility Number, specific information must be received by the Shelby County Office of E.O.C at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the Office of E.O.C. at (901) 222-1100.

THE LABEL, WHICH IS ATTACHED TO THIS BID NOTIFICATION, SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact Sonja Worthy in the Purchasing Department at (901) 222-2250.

Sincerely,

Signed Original on File

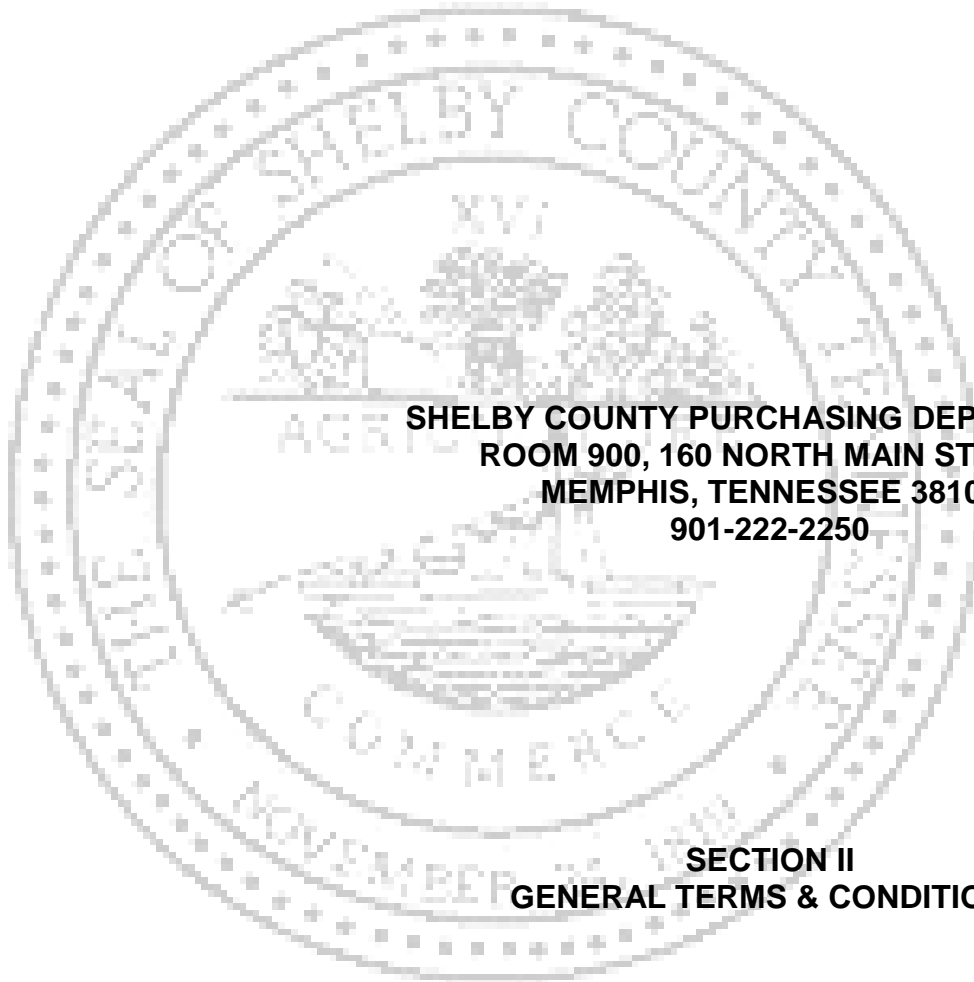
Sylvie Le Bouthillier, Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)  
SECTION II GENERAL TERMS & CONDITIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS  
SECTION IV QUOTATION/BID RESPONSE FORM



**SEALED BID#: I000485  
DUE DATE: 12/05/17  
BUYER: S. WORTHY**



**SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
901-222-2250**

**SECTION II  
GENERAL TERMS & CONDITIONS**

EXHIBIT A

**1.0 PREPARATION AND SUBMISSION OF BIDS:**

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.
- 1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.5 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.
- 1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.
- 1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

**2.0 CRITERIA AND CONDITIONS OF AWARD:**

- 2.1 The County reserves the right to:
  - (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items;
  - (2) reject any or all bids, or any part thereof,
  - (3) waive any informality in the bids, and
  - (4) accept the bid that

is in the best interest of the County. The Purchasing Administrator's decision shall be final.

- 2.2 If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An award may be made based on the following factors:
  - 2.3.1 Best/Low Bid meeting specifications;
  - 2.3.2 Previous Vendor Performance History;
  - 2.3.3 Delivery Time Quoted;
  - 2.3.4 Vendor's local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

**3.0 SPECIFICATIONS:**

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

**4.0 PRICING, TERMS & DELIVERY:**

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered

EXHIBIT A

as net if no cash discount is shown.

- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.
- 4.3 Time of delivery may be a consideration in the award of this bid.
- 4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.
- 4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

**5.0 LIABILITIES:**

- 5.1 The vendor shall hold the County, its elected officials, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.
- 5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

**6.0 GRATUITIES:**

- 6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the bidder, or any agent or representative of the bidder, to any official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is

cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.

**7.0 CONFLICT OF INTEREST:**

- 7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

**8.0 SAMPLES:**

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles submitted may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

**9.0 TAXES:**

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

**10.0 BRAND NAMES:**

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name,

EXHIBIT A

part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject the substitute item(s) shall be final and conclusive.

10.3 When no substitution is specified by the bidder, the vendor's bid is presumed to conform to the items specified in the bid.

10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

**11.0 DEFAULT BY BIDDER:**

11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

**12.0 CONTRACTS, LEASES, LEASE-PURCHASE:**

12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.

12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.

**13.0 BID BONDS AND INSURANCE:**

13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.

13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in

the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

13.3 Bid Bonds submitted by unsuccessful vendors will be returned upon award of contract [Tenn. Code Ann. §12-3-203 (j)].

**14.0 FIRM PRICES:**

14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.

**15.0 COUNTY COMMISSION APPROVAL:**

15.1 If the award of this bid exceeds \$50,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.

**16.0 THIRD PARTY ASSIGNMENT:**

16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.

**17.0 AUTHORITY TO AWARD BID:**

17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.

**18.0 LATE DELIVERY:**

18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.

18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.

**19.0 LIEN, CLAIMS OR ENCUMBRANCE:**

19.1 The vendor agrees that all goods

EXHIBIT A

and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.

**20.0 AUDIT AND INSPECTION OF PREMISES:**

20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.

20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.

**21.0 DOCUMENTS INCLUDED IN CONTRACT:**

21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.

**22.0 INSPECTION:**

22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.

**23.0 MATERIAL SAFETY DATA SHEETS:**

23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.

**24.0 SHELBY COUNTY BUSINESS TAX LICENSE:**

24.1 Firms located within the boundaries of Shelby County, Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.

24.2 Successful bidders may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.

**25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:**

25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.

25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option of such municipalities, agencies, or entities.

**26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:**

26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).

**27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).

**28.0 TERMINATION OF AWARD OR CONTRACT:**

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the



EXHIBIT A

corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

applicants notices of non-discrimination.

**32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:**

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

**29.0 NON-DISCRIMINATION - TITLE VI:**

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

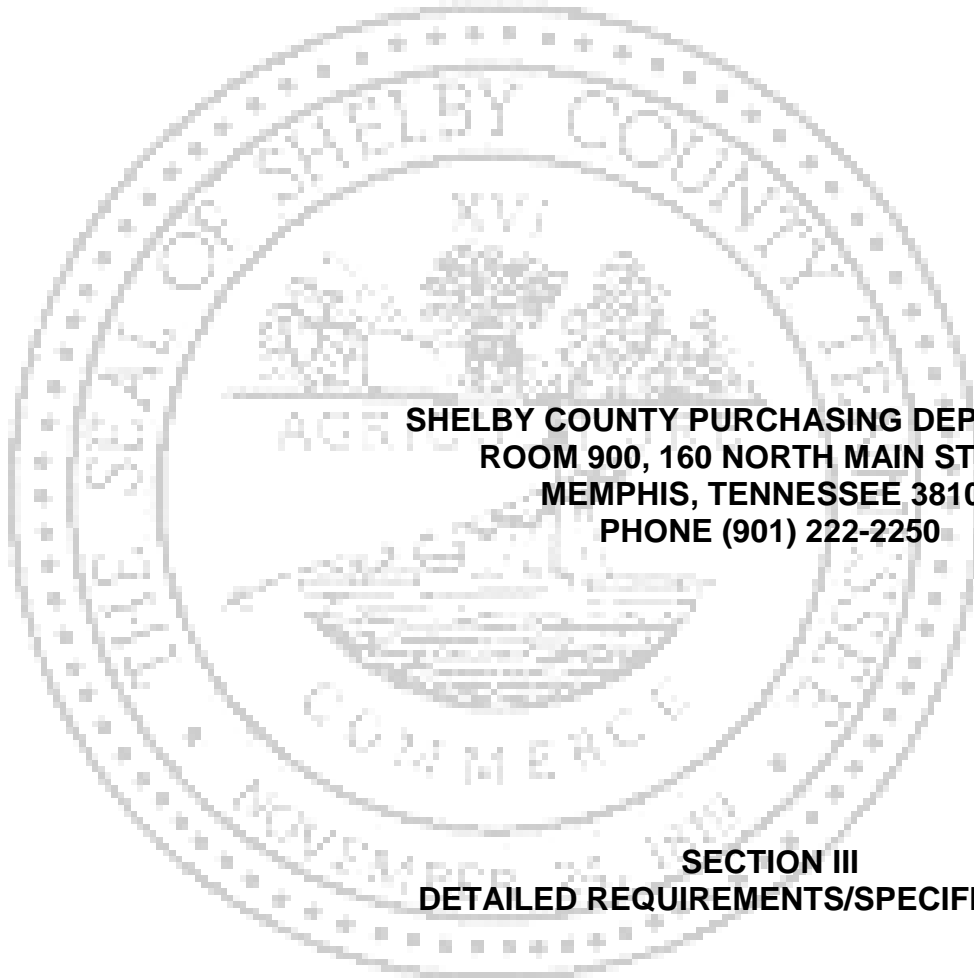
**30.0 NON-DISCRIMINATION - TITLE VII:**

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

**31.0 NON-DISCRIMINATION - TITLE II:**

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and

**SEALED BID#: I000485  
DUE DATE: 12/05/17  
BUYER: S. WORTHY**



**SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
PHONE (901) 222-2250**

**SECTION III  
DETAILED REQUIREMENTS/SPECIFICATIONS**

**Section III Detailed Requirements / Scope of Work / Specifications**

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1. **REQUIREMENTS TO BE “RESPONSIVE”**
2. **BONDS / LICENSES / INSURANCES**
3. **WARRANTIES**
4. **LITERATURE / MANUALS / PUBLICATIONS**
5. **STANDARDS**
6. **SPECIFICATIONS / SCOPE**
7. **DEMONSTRATION OF GOODS/SERVICES**
8. **EQUAL / EQUIVALENT PRODUCTS**
9. **DEVIATIONS TO SPECIFICATIONS**
10. **SPECIAL PACKAGING**
11. **DELIVERIES / F.O.B. POINT**
12. **LOCATIONS**
13. **RIGHTS OF INSPECTION AND/OR SAMPLING**
14. **FIRM PRICES / DISCOUNTS / QUANTITIES / RENEWALS**
15. **PAYMENT SCHEDULE**
16. **AWARDS**
17. **CONTRACT / AWARD LETTER / CANCELLATION**
18. **ORDERS**
19. **ADDITIONAL INFORMATION FROM THE BIDDER**
20. **QUESTIONS / INQUIRIES**

## 1. REQUIREMENTS TO BE “RESPONSIVE”

All detailed requirements and specifications are part of the general terms and conditions as outlined in the Terms of this bid. They shall become a part of and be included in any contract/purchase order/systems contract resulting from any award.

These specifications are not intentionally written to favor any one manufacturer or service provider, and are only for the purpose of indicating generally the type of work required of said bid.

*Any responsible Bidder who considers these specifications to be of a non-competitive nature should immediately contact the Administrator of Purchasing.*

**A mandatory pre-bid meeting to address questions will be held on Tuesday, November 14, 2017 at 11:00a.m(CST) at the Shelby County Roads and Bridges Office located 6449 Haley Road, Memphis, TN 38134.**

All interested respondents are required to attend this meeting.

All local Vendors are required to attend in person. Non-local Vendors can access the meeting via conference call by contacting the Purchasing Department via email at ([Sonja.worthy@shelbycountyttn.gov](mailto:Sonja.worthy@shelbycountyttn.gov)) to obtain the access codes.

Failure to attend this meeting in person (or via conference call) will result in the rejection of your bid.

**In addition to attend our pre-bid meeting: in order to be considered as “responsive”, all Proposers must answer and provide justifications for all below minimal requirements:**

1. Have all appropriate Licenses and Certifications required in Section 2, to perform the Goods/Services required and procure all permits, pay all charges, taxes and fees – please list them, as well as their respective numbers and expiration dates.
2. Have a Vendor number and an Equal Opportunity Compliance (EOC) number prior to submitting your response, and have to be active. Otherwise, your application or renewal have to be in our system for processing (refer to details outlined below) – please list both numbers (as well as if you have LOSB, MBE and/or WBE number(s), if applicable).
3. Provide proof of ALL minimum insurance requirements, as detailed in this document.
4. FORM - Drug Free Workplace Affidavit must be must be completed/signed and included with your proposal.
5. FORM - Gratuity Disclosure Form must be must be completed/signed and included with your proposal (even if not applicable to your specific situation).
6. **ONLY IF MERCURY COMMERCE:** Complete your pricing in Mercury Commerce, as detailed in this document. Any deviation from the specifications shall be stated ONLY in the bid response note.

OR

7. **ONLY IF PAPER BID:** Quotation/Bid Response Form must be completed/signed (with applicable backup if applicable) and included with your bid, as detailed in this document & Section IV.
8. Bid Bond: All bids must be accompanied by a Bank Certified Check or Bank Draft, Letter of Credit issued by any national bank or approved Bid Bond for not less than five percent (5%) of the amount of the bid/proposal. All proposal guarantees shall be made out to the County of Shelby.

### **EOC requirements**

It is required to have a Vendor number and an Equal Opportunity Compliance (EOC) number prior to submitting your response, and have to be active. Otherwise, your application or renewal have to be in the EOC system for processing (refer to details outlined below) – please list both numbers (as well as if you have LOSB, MBE and/or WBE number(s), if applicable).

### **IMPORTANT NOTES TO BE CONSIDERED “RESPONSIVE”:**

- As a part of doing business with Shelby County, each individual, company or organization is required to obtain Vendor number AND an active “Equal Opportunity Compliance (EOC)” number. Please follow the instructions below.
- If your company (and your subs, if any) does NOT have an ACTIVE EOC number at the time of the bid, please ensure EOC has your (their) application or renewal in their system at the time of the bid, for their processing (assuming successful). Because of the length of time required to receive an EOC number, bids from vendors who submit an application prior to the RFP due date will be accepted, pending EOC approval of their application.

### Equal Opportunity Compliance (EOC) Numbers = EOC Administration Office

At the top of the home page, click on the links “Business”, “Equal Opportunity Compliance”, and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main Street, 2<sup>nd</sup> Floor, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101. (*Applications for an EOC number can also be submitted online at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov)*) If you have any questions regarding this application, please contact the EOC Administration Office at (901) 222-1100.

### Vendor Number = Purchasing Department

At the top of the home page, click on the links “Business”, “Purchasing”, and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a Vendor number are accepted online only, at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov)*). If you have any questions regarding this application, please contact the Purchasing Department at (901) 222-2250.

## 2. BONDS / LICENSES / INSURANCES

### **Bid Bond(s):**

All bids must be accompanied by a Bank Certified Check or Bank Draft, Letter of Credit issued by any national bank or approved Bid Bond for not less than five percent (5%) of the amount of the bid. All bid guarantees shall be made out to the County of Shelby.

### **License(s), Classification(s) and Certification(s):**

Have all appropriate Licenses and Certifications required in the State of Tennessee to perform the Goods/Services required and procure all permits, pay all charges, taxes and fees – please identify clearly on your envelope, but not limited to:

- Contractor license/classifications/certification number – as well as the expiration date.
- All appropriate electrical, plumbing,... license/classifications/certification number(s) for that type of work also provided by the Prime, when/if applicable – as well as the expiration date(s).
- List all Sub-contractors, and for each: all appropriate electrical, plumbing,... license/classifications/certification number(s) for the type of work they will provide, as your sub-contractor(s), when/if applicable – as well as the expiration date(s).

### **Insurance(s):**

1. Responsibilities For Claims And Liabilities. (a) The Vendor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Vendor its sub-Vendors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Vendor or its sub-Vendors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Vendor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Vendor as a result of or relating to obligations under this Contract.

(e) The Vendor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Vendor or its sub-Vendors regarding any matter resulting from or relating to the Vendor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Vendor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9<sup>th</sup> Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Vendor shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Vendor's operations under the Contract, whether such operations are performed by himself or by any subVendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Vendor or subVendor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Vendor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A. M. BEST, in the following minimum requirements:

- 1) **Commercial General Liability Insurance** – Limit of not less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Contractual Liability
  - d) Independent Vendors/Contractors
  - e) Personal Injury Liability
  - f) Broad Form Property Damage
  - g) XCU coverage, where applicable
  
- 2) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:
  - a) Owned/Leased Autos

- b) Non-owned Autos
- c) Hired Autos

- 3) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. The Vendor waives its right of subrogation against Shelby County for any and all workers' compensation claims.

### **3. WARRANTIES**

The Bidder must warrant that the goods/services listed in this bid will conform to applicable specifications, instructions and samples, will be merchantable, of good material and workmanship, free from defects, and will be fit and sufficient for the purpose intended. Payment for, inspection of, or receipt of goods/services will not constitute a waiver or any breach of warranty.

### **4. LITERATURE / MANUALS / PUBLICATIONS**

N/A

Any specifics OUTSIDE of the specifications shall be stated ONLY in the bid response notes.

*Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.*

### **5. STANDARDS**

N/A

### **6. SPECIFICATIONS / SCOPE**

The County wishes to engage the Vendor selected through a competitive process that will work well with the County's personnel in the performance of the Services in a cost-effective manner.

The intent of this request is for Shelby County Government to contract with a qualified contractor to construct a portion of the Wolf River Greenway for the Division of Public Works. The work associated with this project is fully described in the plans entitled The Wolf River Greenway Trial/Wolf River Greenway, Phase 8/North Highland Street dated Jan 5, 2017 and associated specification sections 02000, 02100, 02200, 02205, 02206, 02208, 02270,



02452, 02515, 02770, 02841, 02890, 02921, 03200, 03301, and 13130 dated November 12, 2016.

The Provider must be prepared to begin within 10 days upon receipt of written Notice to Proceed.

## **7. DEMONSTRATION OF GOODS/SERVICES**

N/A

## **8. EQUAL/ EQUIVALENT PRODUCTS**

When applicable, Bidders may bid “or equal” or equivalent product (s) to the product specified. However, it must be stated that the Good/Service bid are either considered to be equal or equivalent to the specifications. Bidders shall provide pertinent information in the bid response notes setting out and describing the goods/services being offered if bid is for an “or equal” Good/Service.

The Administrator of Purchasing, with the requesting Department, reserves the right to approve as an equal, or to reject as not being equal, any Good/Service the Bidders propose to furnish which contains minor variations from specifications, but may comply herewith.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional errors or omissions, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

Any “equal or equivalent” (OUTSIDE of the specifications) shall be stated ONLY in the bid.

*Goods/services exceeding specifications will be considered as meeting specifications.*

*Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.*

## **9. DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications shall be stated ONLY in the bid.

*Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.*

## 10. SPECIAL PACKAGING

N/A

## 11. DELIVERIES / F.O.B. POINT

Unless otherwise specified, all deliveries are to be F.O.B. Destination, Freight prepaid, Inside/Inplace to the ordering department per their instructions.

## 12. LOCATIONS

N/A

## 13. RIGHTS OF INSPECTION AND/OR SAMPLING

### **Inspections & Approvals**

Shelby County Government reserves the right of inspection (quality and/or quantity).

Any goods/services delivered “unacceptable” shall not be received and be returned to the Vendor at no cost to Shelby County Government, and must be timely exchanged by the Vendor at no cost to Shelby County Government.

All goods/services received, but later found defective, or not appropriate, must be timely picked-up and exchanged by the Vendor, at no cost to Shelby County Government.

### **Samples**

N/A

## 14. FIRM PRICES / DISCOUNTS / QUANTITIES / RENEWALS

Vendor shall detail their quotes. The vendor will provide unit prices for each of the items listed in the bid tab.

### **Firm Prices & Renewal(s)**

Unless otherwise specified, all prices are to be firm from the date of award through June 30, 2019.

### **Discounts**

N/A

### **Quantities & Replacements**

This bid is for a lump sum price to complete the construction as described in section 6 hereinbefore.

## 15. PAYMENT SCHEDULE

Prompt payment discount shall be considered a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices. Invoices shall be sent directly to the using department.

Upon payment reception, you are required to pay your sub-contractors, within specific deadlines, if applicable.

## 16. AWARDS (full or partial)

ANY SPECIAL INSTRUCTIONS, AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC.

Shelby County Government reserves the right to reject all bids, or any part thereof, waive any informality in the bids to make award in the best interest of the County, and to request additional information, an interview, a demonstration of the bid goods/services proposed.

Shelby County Government reserves the right to award this bid on the basis of individual goods/services, groups of goods/services or the entire list of goods/services, whichever is in the best interest of the County.

*The intent of Shelby County Government is to award this bid to the overall low Bidder meeting specifications.*

## 17. CONTRACT / AWARD LETTER / CANCELLATION

A construction contract will be required for this project

An Award Letter and Purchase Order(s) will be issued to the successful vendor.

Shelby County Government reserves the right to cancel this bid for failure to provide goods/services as per the bid specifications. Cancellation will be subject to not less than a thirty (30) day notification.

## 18. ORDERS

**Ordering of goods/services - by the County**

N/A

**Receiving orders and sending invoices – by the Vendor**

N/A

**Accepting orders - by the County**

N/A

## **19. ADDITIONAL INFORMATION FROM THE BIDDER**

Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating their bid; however, Shelby County Government reserves the right to accept or reject for consideration, during evaluation of bids, any minor variations.

Any additional information (OUTSIDE of the specifications) shall be stated ONLY in the bid response notes.

*Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.*

## **20. QUESTIONS / INQUIRIES**

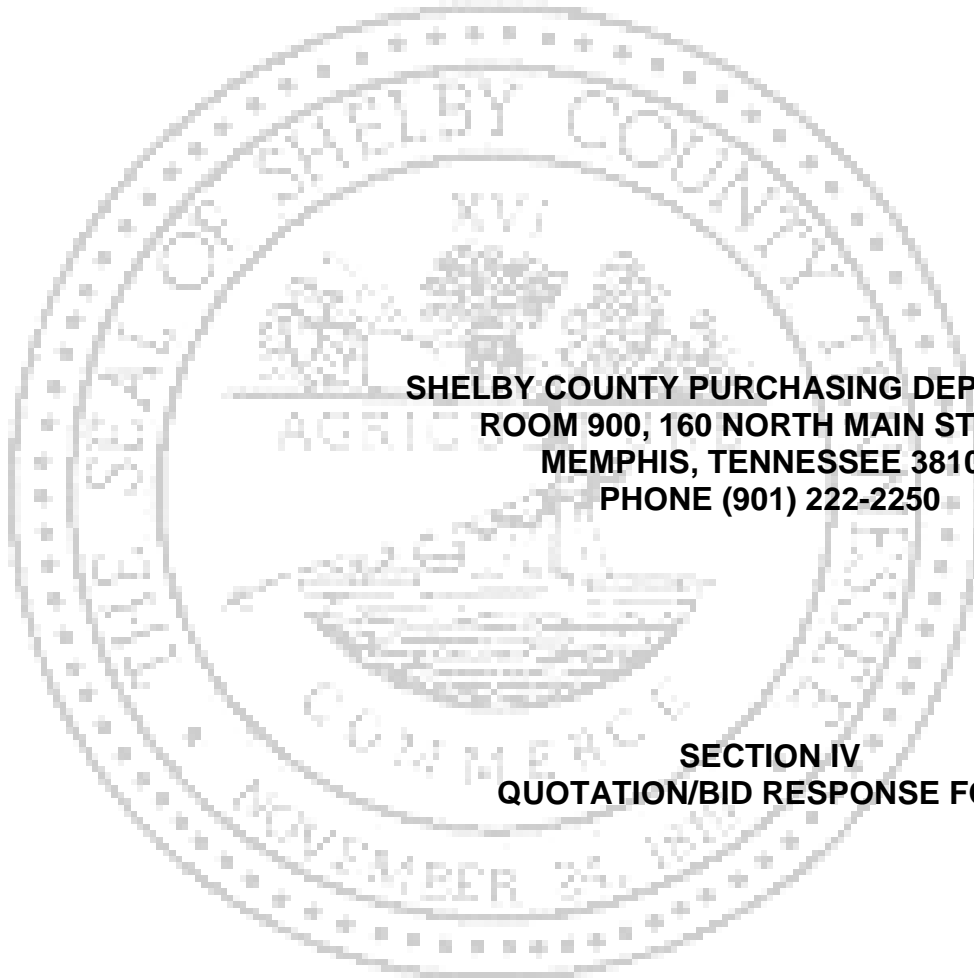
All questions regarding the requirements and specifications, or general bidding procedures should be submitted in writing to:

Sonja Worthy, Buyer  
Sonja.worthy@shelbycountytg.gov  
Shelby County Government  
Purchasing Department  
160 N. Main Street, 9<sup>th</sup> Floor, Suite 900  
Memphis, TN 38103

***The deadline for submitting questions is Tuesday, November 28, 2017 by 12:00 p.m. (CST).***

Questions should reference the section of the bid to which the questions pertain and all contact information

**SEALED BID#: I000485  
DUE DATE: 12/05/17  
BUYER: S. WORTHY**



**SHELBY COUNTY PURCHASING DEPARTMENT  
ROOM 900, 160 NORTH MAIN STREET  
MEMPHIS, TENNESSEE 38103  
PHONE (901) 222-2250**

**SECTION IV  
QUOTATION/BID RESPONSE FORM**

**NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID**

EXHIBIT A

MARK H.  
LUTTRELL, JR.  
MAYOR



**SHELBY COUNTY PURCHASING DEPT.**  
160 N. MAIN – SUITE 900  
MEMPHIS, TENNESSEE 38103-1880  
(901) 222-2250

REQUEST FOR QUOTATION		
NUMBER SB	I000485	DATE
<b>THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER</b>		
<b>AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.</b>		

QUOTE NOT LATER THAN 12/05/17 2:00 PM	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 18-0866	REQUISITION DATE 10/20/17	BUYER S. WORTHY
--	-----------------------------	-----------------------	-------------------------------	------------------------------	--------------------

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

**912-23 General Construction**

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I000485, WHICH IS DUE NO LATER THAN <b>2:00 PM 12/05/17</b>. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 1 (SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED

## Shelby County Government Bid Form

Shelby County Government  
160 North Main Street  
Memphis, TN 38103  
Attention:

In compliance with the Notice to Bidders and the instructions to Bidders for the **Wolf River Greenway Phase 8 Project**, as specified in the plans and specifications issued with the SBI listed in the table of contents dated January 7, 2017

The undersigned bidder, a corporation or business organized and existing under the laws of the State of \_\_\_\_\_;

Having received, examined, and understands the Drawings, Project Manual and contract form referenced, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby propose to furnish all labor, tools, materials, plant and equipment necessary for the construction of the Wolf River Greenway Phase 8 Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with Drawings and Specifications, including all Addenda and contract stipulations thereof, within the time limit specified, for the price so stated below.

**LUMP SUM BID:** This bid includes the construction of Phase 8 of the Wolf River Greenway as per the work indicated in the bid documents.

(\$ \_\_\_\_\_)

State amount in both words and figures.

Bidder acknowledges receipt of Addenda as follows:

Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_ dated \_\_\_\_\_

### CERTIFICATION OF LICENSING QUALIFICATIONS

1. Tennessee State Contractor Certificate of Responsibility Number \_\_\_\_\_.
2. Type of above License \_\_\_\_\_.
3. Monetary limits of above License \_\_\_\_\_.
4. Expiration date of above License \_\_\_\_\_.

Respectfully Submitted:

\_\_\_\_\_  
(Legal Name of Corporation or Business)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Typed Name of Officer)

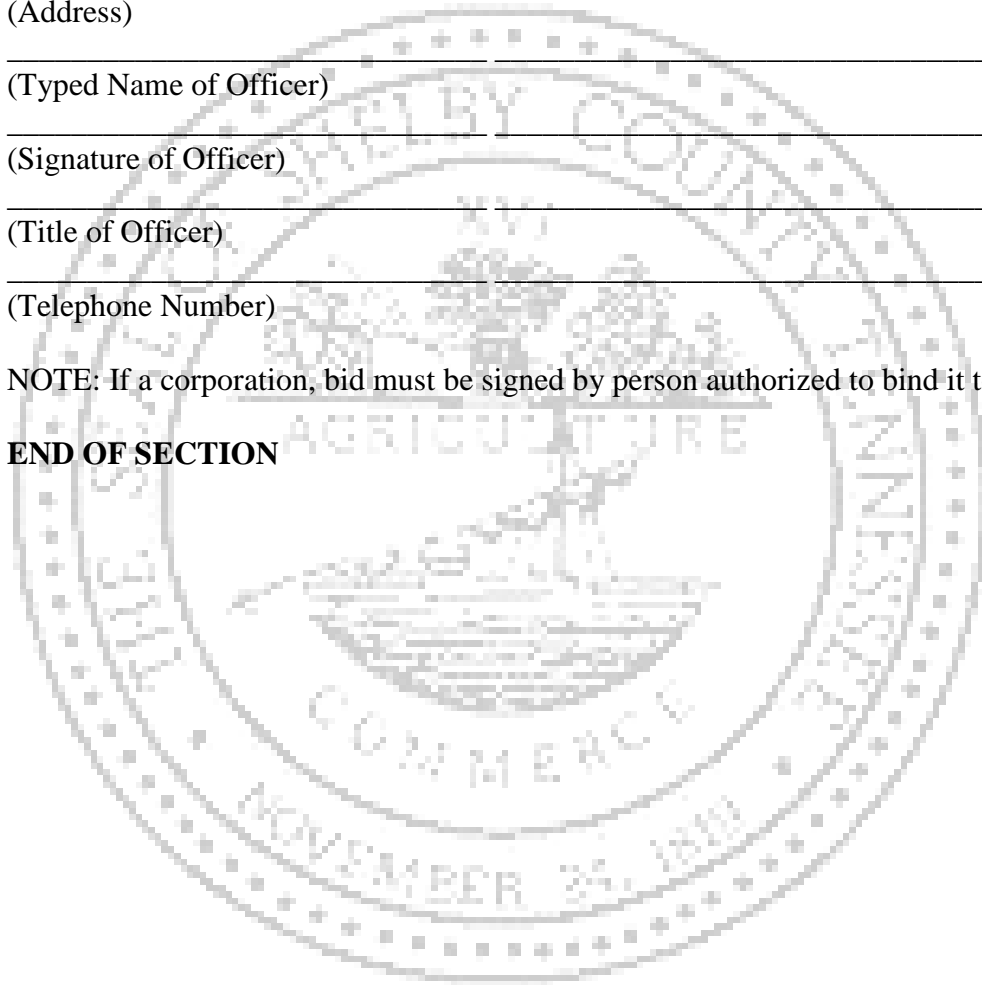
\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Telephone Number)

NOTE: If a corporation, bid must be signed by person authorized to bind it to contract.

**END OF SECTION**





Wolf River Greenway – Phase Eight  
January 7, 2017  
Table of Contents

**Procurement and Contracting Requirements**

Shelby County Request for Proposal  
Bid Form  
Section 3 Requirements  
Section 3 Registry and HUD Website Link  
Davis Bacon Labor Rates  
Shelby County Contracting Forms and Supplements  
    Bid Bond  
    Performance Bond  
    Labor and Material Bond  
    Shelby County Form of Contract

**Specifications**

Section 02000	Site Work
Section 02100	Site Preparation
Section 02200	Earthwork
Section 02205	Asphaltic Concrete (General)
Section 02206	Asphaltic Concrete Base (Leveling Course)
Section 02208	Asphaltic Concrete (Surface)
Section 02270	Erosion, Sedimentation & Dust Control
Section 02452	Signing
Section 02515	Concrete Curbs, Gutters, Paving and Sidewalks
Section 02770	Pavement Marking
Section 02841	Truncated Dome Surfacing
Section 02890	Traffic Signals
Section 02921	Seeding, Fertilizing and Hydro-Mulching
Section 03200	Concrete Reinforcement
Section 03301	Concrete
Section 13130	Bridge Fencing

**Drawings**

1,	Cover Sheet
2,	General Notes
3,	Typical Sections
4-18	Demolition, Clearing and Grubbing Plans
19-33	Existing Conditions and Layout Plans
34-35	Grading and Drainage Plans
36-37	Erosion Control Plans - Stage 1
38-39	Erosion Control Plans - Stage 2
40-41	Erosion Control Plans – Stage 3
42-43	Erosion Control Details
44-51	Signing and Pavement Marking Plans
52	Traffic Control Plan Notes
53-60	Traffic Control Plans
61-65	Signal Layouts
66-81	Construction Details
82-84	Bridge Fence Details

# **Section 3**

# **Documents**

## **Housing and Urban Development**

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organizations or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25

EXHIBIT A

U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogations of compliance with Section 7(b).

EXHIBIT A

Section 3 Contractor List (Updated October 2017)						Link to the HUD Section 3 Business Registry <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness</a>			
Company Name	Owner's Name	Address	City/State	Zip Code	Phone Number	Service	Certification Date	Recertification Date	Submitted To
A to Z Home Improvements	Tijuana Stewart	P.O. Box 80735	Memphis, TN	38108	901-315-8790	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	29-Oct-15	29-Oct-18	Shelby County
A-1 Electrical	Willie Frazier	1721 September Avenue	Memphis, TN	38116	901-405-0377	Electrical	19-Aug-14	19-Aug-17	City of Memphis
ABES Engineering, Inc.	Emmanuel Tuombe	5796 Shelby Oaks Drive STE 16A	Memphis, TN	38134	901-340-3011	Engineering	19-Apr-17	19-Apr-20	HUD Section 3 Registry Website
ACOT Associates Group, LLC	Solomon Akinduro	5796 Shelby Oaks Dr. STE 16A	Memphis, TN	38134	901-266-1653	Architecture, Consulting, Engineering, Program Management, Project Management, and Construction Management.	6-Jan-17	6-Jan-20	HUD Section 3 Registry Website
ACS	Craig Arnold	1410 Oaklake Circle	Collierville, TN	38017	901-574-8705	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	19-Oct-15	19-Oct-18	Shelby County
Anderson Contracting	Nathan Anderson	4786 Hancock Dr.	Memphis, TN	38116	901-678-8441	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	28-Oct-15	28-Oct-18	Shelby County
APS- Facility Maintenece	Lorenzo Myrick	3220 East Shelby Drive	Memphis, TN	38118	901-691-0645	Carpentry, Painting, Plumbing, General Contractor, Masonry, Roofing, Condruction Cleaning, Demolition, Carpet Flooring, Electrical	19-May-16	19-Apr-19	Shelby County
Artizan	Kirby Salton	1331 Union Avenue	Memphis, TN	38104	901-274-5155	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring, Ironwork, Demolition	19-Aug-14	19-Aug-17	City of Memphis
Ask Jenai	Tequitria Pugh	1410 Oaklake Circle	Collierville, TN	38017	901-574-8705	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	19-Oct-15	19-Oct-18	Shelby County
AVPOL International	Walt Hanna	1320 Peabody	Memphis, TN	38104	901-278-0203	Carpentry, Painting, Boiler/Burner Replacement, Heat, Electrical, Ironwork, Facility Maintenance, Pipe Fabrication	24-May-16	24-Apr-19	Shelby County
Berthas Cleaning Servicess LLC	Jose Flores	7680 Wills Way Circle E.	Walls, MS	38680	901-846-5360	Carpentry, Electrical, HVAC, Janitorial, Landscaping, Maintenance, Painting Dry Wall, Plumbing	19-Sep-16	19-Sep-16	HUD Section 3 Registry Website
Bradshaw Enterprises	Earnestine Bradshaw	1361 E. Mallory	Memphis, TN	38106	901-438-8494	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring, Ironwork	30-Oct-15	30-Oct-18	Shelby County

EXHIBIT A

Section 3 Contractor List (Updated October 2017)						Link to the HUD Section 3 Business Registry <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness</a>			
Company Name	Owner's Name	Address	City/State	Zip Code	Phone Number	Service	Certification Date	Recertification Date	Submitted To
Brenstine Homes	Belinda Mosley	335 Jamereson Farm Cove	Collierville, TN	38017	901-647-1670	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	28-Apr-16	28-Apr-19	Shelby County
Carson Construction	Jeff Carson	5767 N. Watkins	Memphis, TN	38127	901-358-3201	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	27-Oct-15	27-Oct-18	Shelby County
Carter Insulation	Raymond Carter	35 North Star	Hernando, MS	38632	901-409-6080	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	29-Aug-15	29-Aug-18	Shelby County
Chandler Demolition	Tim Chandler	1223 North Watkins	Memphis, TN	38108	901-276-5450	Asbestos, Demolition	22-Oct-14	22-Oct-17	City of Memphis
Chosen Vessel Ministries	Linda Barnes	3340 Poplar Ave. Suite 326	Memphis, TN		901-361-4763	Carpentry, Heating, Electrical, Painting, Masonry, Plumbing, Masonry Restoration, General Contractor, Roofing, Carpet/Flooring, Ironwork, Rubbish Removal, Demolition	1-Sep-16	1-Sep-18	Shelby County
D & H Moving	Joy Dobbs	6518 Aspenbrook Lane #1	Memphis, TN	38134	901-318-9849	Janitorial, Maintenance, Painting Dry Wall, Moving and relocation of families, commercial business, small business, and property clean up on moved out properties	6-Oct-16	6-Oct-19	HUD Section 3 Registry Website
Davis & Davis, Inc	Janice Davis	8229 Whispering Elms Dr.	Memphis, TN	38125	901-309-3855	Brick Masonry, General Contractor, Landscaping	2-Oct-14	2-Oct-17	HUD Section 3 Registry Website
Durham Housing Services	Vontyna Durham	4745 Poplar	Memphis, TN	38117	901-612-2057	Painting, Rubbish Removal, Lead Abatement, Board-Up, Property Preservation, Grass Cutting	18-Apr-16	18-Apr-19	Shelby County
ELS Construction	Eddie Starks	1835 Candle Ridge Dr.	Cordova, TN	38016	901-870-2908	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	19-Apr-16	19-Apr-19	Shelby County
Environmental Technical Services	Chet Kibble	3229 Lakeview Road	Memphis, TN	38116	901-461-0052	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Asbestos and Lead Abatement, Carpet and Flooring	30-Oct-15	30-Oct-18	Shelby County
Fabulous Carpet Care	Antonio Futch	1630 Nelson	Memphis/TN	38114	901-282-5306	Carpet/Flooring, Pressure Washing	28-Jun-16	28-May-19	Shelby County

EXHIBIT A

Section 3 Contractor List (Updated October 2017)						Link to the HUD Section 3 Business Registry <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness</a>			
Company Name	Owner's Name	Address	City/State	Zip Code	Phone Number	Service	Certification Date	Recertification Date	Submitted To
F C Contractors	Larry of Felicia Smith	5865 Ridgeway Center Parkway, STE 300	Memphis, TN	38120	901-258-6296 901-734-8034	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	3-Apr-17	3-Apr-20	HUD Section 3 Registry Website
G I Apprentice	Beatrice Settles	P O Box 281757	Memphis, TN	38168	901-801-4169	Carpentry, Electrical, Janitorial, Landscaping, Maintenance, Painting Dry Wall, Plumbing, Security	12-Mar-15	12-Mar-18	HUD Section 3 Registry Website
Irby Enterprises	Billy Irby	841 Decatur	Memphis, TN	38107	901-282-6034	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	19-Aug-15	19-Aug-18	City of Memphis
Innovative Engineering Services, LLC	Jeremiah Watson	2787 Stage Center Dr.	Memphis, TN	38134	901-379-0500	Engineering	9-Jan-17	9-Jan-20	HUD Section 3 Registry Website
Jenkins Ink	Kelvin Jenkins	3231 Aden Drive	Memphis, TN	38127	901-463-9191	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	28-Jul-15	28-Jul-15	Shelby County
Lubin Enterprises	Nathan Lubin	8111 Walnut Run Road	Memphis, TN	38018	901-260-5994	Carpentry, Electrical, General Contractor, HVAC	16-Dec-15	16-Dec-18	HUD Section 3 Registry Website
M & M Renovations	Shelia Anderson	840 Dolan Road	Memphis, TN	38116	901-345-5000	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Masonry, Exterminating, Rubbish Removal, Electrical, Roofing, Lead Abatement, Carpet and Flooring, Ironwork	28-Aug-15	28-Aug-18	Shelby County
WJ Mid 10 Lawn Service	William Jones	PO Box 51	Paris, TN	38242	731-227-9431	Lawn Services, Tree Trimming, Painting, General Contractor, Rubbish Removal, General Cleaning	20-Feb-17	20-Feb-19	Shelby County
Modern Day Wrecking	Douglass Williams	2620 Walker Lane	Nashville, TN	37207	615-320-0770	General Contractor, Rubbish Removal, Asbestos, Lead Abatement, Demolition	20-May-16	20-Apr-19	Shelby County
Mookie Land & Design Engineering	Ronnie Bennett	713 McKinley Street	Memphis/TN	38126	901-591-5204	Carpentry, Painting, Plumbing, Heating, Roofing, Carpet/Flooring, HVAC, Eng Field surveys & landscaping, Eng. Data analyst, Lead Abatement, Abestos, Electrical, Eng. Data collection, Masonry, Rubbish removal, demolition	19-Jan-16	19-Jan-19	HUD Section 3 Registry Website

EXHIBIT A

Section 3 Contractor List (Updated October 2017)						Link to the HUD Section 3 Business Registry <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness</a>			
Company Name	Owner's Name	Address	City/State	Zip Code	Phone Number	Service	Certification Date	Recertification Date	Submitted To
Network Construction	William B. Hampton	855 Candace Drive	Memphis, TN	38116	901-949-1200	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	28-Jul-15	28-Jul-18	Shelby County
No Limit Entreprises	Jessee Johnson	1371 Old Hickory	Memphis, TN	38116	901-650-3418	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	29-Oct-15	29-Oct-18	Shelby County
PRB Trucking, LLC	Debra Butts	7509 Wisteria Drive	Olive Branch, MS	38654	901-581-7777	Trucking, Logistics, Hauling, Relocation, Transport load products, relocation, haul various types of products, logistics.	23-Feb-17	23-Feb-20	HUD Section 3 Registry Wesite
Parker Construction	Janie Parker	1410 Oaklake Circle	Collierville, TN	38017	901-574-8705	Carpentry, Painting, Plumbing, General Contractor, Heating (HVAC), Roofing, Lead Abatement, Carpet and Flooring	19-Oct-15	19-Oct-18	Shelby County
Settles Lawn Care	Carliss Settles	3290 Garver Road	Memphis, TN	38128	901-570-5967	Rubbish Removal, Landscaping, Lawn Services/Mowing Janitorial	18-May-16	18-Apr-19	Shelby County
Small Planet Works, Inc.	Janice Banks	99 N. Main St. Suite 2501	Memphis, TN	38103	901-521-1129	Organizational & Community Capacity Building , Planning, Emergency Preparedness, & Resilience & Training	1-Aug-16	1-Aug-19	HUD Section 3 Registry Wesite & Shelby County
Speciality Abatement	Dwight Grayson	5280 Elmore Road	Memphis, TN	38134	901-507-1203	Asbestos and Lead Abatement	10-Dec-14	10-Dec-17	City of Memphis
T & S Regional Services	Sherri Rayford	14092 Srafford Lane	Olive Branch, MS	38654	901-229-6624	janitorial, Lanoscaping, maintenance. Able to fill Janitorial supplies, do pest control, and do janitorial work.	18-Aug-16	18-Aug-19	HUD Section 3 Registry Wesite
T. Rucker Contracting, Inc.	Tiffany Rucker	26 Cresent Bluff Court	Memphis, TN	38106	901-409-9740	Carpentry, Painting, Plumbing, Heating, Roofing, Carpet/Flooring	27-Jun-16	27-May-19	Shelby County
VuCon	Rob Harrison	2670 Union Ave. Ext.	Memphis, TN	38104	901-454-0522	Earthwork, Concrete/ashphalt paving, underground utilities	23-May-16	23-Apr-19	Shelby County



EXHIBIT A

Section 3 Contractor List (Updated October 2017)						Link to the HUD Section 3 Business Registry <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness</a>			
Company Name	Owner's Name	Address	City/State	Zip Code	Phone Number	Service	Certification Date	Recertification Date	Submitted To
WJ Mid 10 Lawn Service	William Jones	PO Box 51	Paris,TN	38242	731-227-9431	Lawn Services, painting, General Contractor, Cleaning, Tree Trimming	22-Aug-17	22-Aug-20	Shelby County
Five Star Iron Works LLC	Michael Baines	6175 Gray Oak Ave	Memphis, TN	38115	901-328-5799	Painting, Ironwork, Welding, Concrete Carpentry, Painting, General Contractor, Rubbish Removal, Abestos, Lead Abatement, Carpet/Flooring, Demolition	23-Aug-17	23-Aug-20	Shelby County
Bond General Services	Fernando Bond	1753 Beaver Trail Drive	Cordova, TN	38016	901-308-3946	Accounting, Bookeeping, Tax Preparation	24-Aug-17	24-Aug-20	Shelby County
Memphis Consulting Group	Jonathan Nyaku	5118 Park Ave #212	Memphis, TN	38117	901-791-4653	Carpentry, Painting, Plumbing, General Contractor Heating, Roofing, Carpet/Flooring, HVAC, Electrical Masonry, Rubbish removal, demolition, Ironwork	24-Aug-17	24-Aug-20	Shelby County
Superior Contracting Group	Carlos Franklin	3511 McCorkle	Memphis, TN	38116	901-648-4029	Consulting and Coaching, Training and Workshops	4-Oct-17	4-Oct-20	Shelby County
Bridgett R. Bradley Enterprises	Bridgett R. Bradley bridgett.bradley816@yahoo.com	5745 Silvercreek Dr. S. Apt. 4	Memphis, TN	38134	901-318-6967	Janitorial, Landscaping	10-Aug-17	10-Aug-20	HUD Section 3 Registry Website
Quality Commercial Cleaning	Aeriin Ellis	3548 Hickory Hill Rd.	Memphis, TN	38115	901-552-3372	Demolition, Earth Work, Sit Preporation	8-Jul-17	8-Jul-20	HUD Section 3 Registry Website
Southland Enterprises, Inc.	J.C. Payne Jr.	6171 Holly Park Dr.	Memphis, TN	38141	901-363-8440	Accounting, Carpentry, Consulting, General Contractor, HVAC, Insurance, Janitorial, Plumbing, Roofing	14-Jun-17	14-Jun-20	HUD Section 3 Registry Website
The Financial Center	Ronald Meredith	3385 Airways Blvd	Memphis, TN	38116	901-396-1087	Carpentry, Electrical, General Contractor, Painting, Dry Wall, Plumbing, Roofing	11-Jul-17	11-Jul-20	HUD Section 3 Registry Website
TIVIC Construction, Inc.	Victor Murphy	1439 Britton St.	Memphis, TN	38108	901-218-8150				

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>



EXHIBIT A

SB-I000485 Davis Bacon Wage Rates.txt

PAINTER (INCLUDES SANDBLASTER)...\$ 26.36

POWER EQUIPMENT OPERATOR:

GROUP 1

Backhoe/Hydraulic  
Excavator (3/4 yd &  
over), Crane (less than  
20 Tons), End Loader (3  
yd & over), Motor Patrol  
(finish), Piledriver,  
Dragline.....\$ 19.14

GROUP 1A

Drill Operator (Caisson)...\$ 25.26  
Farm Tractor Operator  
(Power Broom).....\$ 13.50

GROUP 2

Backhoe/Hydraulic  
Excavator (less than 3/4  
yd), Bulldozer or Push  
Dozer, End Loader (less  
than 3 yd), Motor Patrol  
(rough), Tractor  
(crawler/ utility), Truck  
Driver (Heavy Duty, Off  
Road) Scraper, Shovel, or  
Trenching Machine.....\$ 17.08

GROUP 3

Asphalt Paver, Concrete  
Finishing Machine,  
Concrete Paver, Scale,  
Spreader (self-  
propelled), Concrete  
Grinder, Asphalt Milling  
Machine, Boring Machine  
(horizontal).....\$ 17.75

GROUP 4

Bobcat, Central Mining  
Plant, Concrete Pump,  
Concrete Saw, Curb  
Machine (automatic or  
manual), Dozer or Loader  
(stockpile), Drill  
(piling), Mulcher or  
Seeder, Rock Drill (truck  
mounted), Roller  
(asphalt), Roller  
(compaction self-  
propelled), Soil  
Stabilization Machine,  
Tractor (boom and hoist),  
Bituminous Distributor  
Machine, pump, Track  
Drill, Striping Machine....\$ 16.48  
Heavy Duty Mechanic.....\$ 20.33  
Light Duty Mechanic.....\$ 19.53  
Sweeping Machine (Vacuum)  
Operator.....\$ 15.56

GROUP 5

Crane (over 20 Tons).....\$ 20.44

TRUCK DRIVER

2 axles.....\$ 15.36  
3-4 axles.....\$ 14.86

SB-I000485 Davis Bacon Wage Rates.txt  
5 or more axles.....\$ 16.27

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## SB-I000485 Davis Bacon Wage Rates.txt

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

SB-I000485 Davis Bacon Wage Rates.txt  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION  
&#65533;

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor>

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety>

a corporation duly organized under the laws of the State of  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

20

(Principal)

(Seal)

(Witness)

(Title)  
(Surety)

(Seal)

(Witness)

(Title)

THE AMERICAN INSTITUTE OF ARCHITECTS  
AIA Document A311

Performance Bond



KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, \_\_\_\_\_ (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_ 19 \_\_\_\_\_ entered into a contract with Owner for  
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by \_\_\_\_\_ (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

20

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



*AIA Document A311*

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ (Here insert full name and address or legal title or contractor)

as Principal, hereinafter called Principal, and, \_\_\_\_\_ (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of \_\_\_\_\_ (Here insert a sum equal to at least one-half of the contract price)

Dollars (\$

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_ 19 \_\_\_\_\_ entered into a contract with Owner for  
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by \_\_\_\_\_  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

## LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

(W/nc-s)  
(Vvilns)

day of

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

EXHIBIT A

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

	19
(Principal)	
(Till)	
(Surety)	(Seal)

**CONTRACT**

This contract (the "Contract") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

**WITNESSETH**

**WHEREAS**, the COUNTY has the need for the provision of professional services for \_\_\_\_\_; and

**WHEREAS**, the COUNTY issued Request for Quotation #\_\_\_\_\_ for Shelby County Government - \_\_\_\_\_, on \_\_\_\_\_, 2017 and CONTRACTOR submitted a bid/Quotation in accordance with bid specifications on \_\_\_\_\_, 2017; and

**WHEREAS**, the CONTRACTOR has the knowledge and expertise to provide such services; and

**WHEREAS**, the COUNTY awarded the Request for Quotation to CONTRACTOR on \_\_\_\_\_, 2017; and

**WHEREAS**, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

**NOW THEREFORE**, for and in consideration of mutual promises and covenants herein contained, CONTRACTOR agrees and undertakes the PROJECT in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by reference at the price quoted for said PROJECT by CONTRACTOR.

**I. SCOPE OF WORK**

1. The CONTRACTOR shall provide the services as outlined within the County's Request for Quotation # \_\_\_\_\_ for Shelby County Government-\_\_\_\_\_ and CONTRACTOR'S response thereto which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference as if stated verbatim (the "Services").
2. CONTRACTOR shall coordinate all work with COUNTY through the Shelby County Public Works Department. Work shall be

EXHIBIT A

completed within \_\_\_\_\_ (\_\_\_\_) days of the date noted on the notice to proceed from Shelby County Government

- 3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to one-hundred percent (100%) of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the Untied States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.
- 4. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY, CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in accordance with the specifications as set forth in Exhibit A and as directed by the County Engineer.

**II. TERM AND COMPENSATION**

- 1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue for a period of \_\_\_\_\_(\_\_\_\_) days. If authorization for the work is given in phases, the term shall extend to \_\_\_\_\_(\_\_\_\_) days from the last authorized phase, but shall not extend past a period of \_\_\_\_\_.
- 2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services in accordance with Cost and Fees section of the Response to Request for bid, attached hereto as Exhibit "B" and incorporated herein by reference.

In any event, the sum total of the total for the services provided by CONTRACTOR shall not to exceed \_\_\_\_\_(\$\_\_\_\_\_)

("the fee") during the term of this Contract which shall include all reimbursable expenses. It is the duty of the CONTRACTOR to monitor such fees, costs, and expenses to ensure the CONTRACTOR does not exceed this total dollar amount. The COUNTY expressly reserves the right to deny payment of any amount billed in excess of \_\_\_\_\_(\$\_\_\_\_\_).

- 3. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis. Invoices shall be submitted in duplicate to

the address set forth in the NOTICE section of this Contract. The COUNTY shall pay such approved invoices in accordance with the terms set forth within the County's Request for Quotation # \_\_\_\_\_ attached hereto as Exhibits "A". The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.

4. CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

### III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees

of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
  - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo



EXHIBIT A

contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

- ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
  - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.
  - c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
  - d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.
  - e. The COUNTY has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal

problems with CONTRACTOR or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The COUNTY reserves the right to exercise this provision at its discretion and any decision rendered by the COUNTY under this provision constitutes a final determination of the matter the public welfare requiring it.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

EXHIBIT A

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so

qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

If travel expenses are payable under this Contract, such shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Quotations/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Quotations/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES (LOSBS) AND/OR MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (M/WBES)

In accordance with Ordinance Nos. 471 and 472, the Contractor shall utilize LOSBs and/or M/WBES as sources of supplies, equipment, construction, and services.

26. RIGHT TO REQUEST REMOVAL OF CONTRACTOR'S EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

27. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

28. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

29. ORGANIZATION STATUS AND AUTHORITY

a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good



standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

### 30. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice to COUNTY, CONTRACTOR will immediately notify COUNTY and provide evidence of replacement coverage with no lapse. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
  - i) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/ \$1,000,000.00 personal

EXHIBIT A

and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:

- a. Premises/Operation;
  - b. XCU coverage, where applicable
  - c. Products/Completed Operations;
  - d. Contractual Liability;
  - e. Independent Contractors;
  - f. Broad Form Property Coverage;
  - g. Personal Injury.
- ii) Builders Risk and/or Installation Floater - Coverage to be applicable for the work being performed.
- iii) Workers Compensation and Employers' Liability Insurance - Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 per accident.
- iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased, hired and non-owned autos.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:
- Shelby County Government  
Contract Administration -  
County Attorney's Office  
160 N. Main, Suite 950  
Memphis, TN 38103
- d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.
- e. Any coverage applicable to COUNTY will apply as primary and non-contributory regardless of any insurance or self-

insurance maintained by the COUNTY.

31. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Division of Public Works  
160 N. Main Street  
Memphis, Tennessee 38103  
Attn.: Tom Needham, Division Director

*and*

Shelby County Government  
Contract Administration -  
County Attorney's Office  
160 N. Main St., Suite 950  
Memphis, Tennessee 38103

VENDOR: *Name of Vendor*  
*Contact Person/Attn:*  
*Address*  
*City/State/Zip*

32. ORDER OF APPLICATION OF CONTRACT AND SUPPORTING EXHIBITS

In the event of a discrepancy or conflict between the terms of this Contract, the Request for Quotation (Exhibit A) and/or the Response to the Quotation (Exhibit B), the terms of this Contract shall control followed by the Request for Quotation (Exhibit A) and, lastly the Response to the Quotation (Exhibit B).

It is agreed that the following documents are made a part of an incorporated fully into this construction Contract:

- A. Performance Bond
- B. Labor and Material Bond
- C. Insurance Certificate
- D. Bid Specifications (RFP/RFQ#\_\_\_\_\_, Exhibit "A")
- E. Contractor's Bid/Quotation (Exhibit "B")
- F. List of subcontractors who will be performing work on project with attached required information (Exhibit "C")

33. PERFORMANCE AND LABOR AND MATERIALS BONDS

CONTRACTOR will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor Materials Bond each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than full twelve (12) month period.

**IN WITNESS WHEREOF**, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administration  
Assistant County Attorney

\_\_\_\_\_  
Mark H. Luttrell, Jr. Mayor

**(INSERT NAME OF CONTRACTOR/VENDOR)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainer, a corporation, and that he as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

MARK H. LUTTRELL, JR.  
MAYOR



**SHELBY COUNTY PURCHASING DEPT.**  
160 N. MAIN - SUITE 900  
MEMPHIS, TENNESSEE 38103-1880  
(901) 222-2250

REQUEST FOR QUOTATION		
NUMBER SB	1000485	DATE 12-5-17
THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER		
AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 12/05/17 2:00 PM	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 18-0866	REQUISITION DATE 10/20/17	BUYER S. WORTHY
--	-----------------------------	-----------------------	-------------------------------	------------------------------	--------------------

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

912-23 General Construction

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID 1000485, WHICH IS DUE NO LATER THAN <b>2:00 PM 12/05/17</b>. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 1 (SIGNATURE REQUIRED ON THIS PAGE)</p>	<del>\$</del> 909,044.00	<del>\$</del> 909,044.00

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL → \$ 909,044.00

FIRM NAME Barnes & Brower, Inc.	TELEPHONE NO. 901-794-3481	DATE OF QUOTATION 12-5-17
FEDERAL I. D. NO. 20-1080157	TERMS Net 30 Days	DELIVERY PROMISED 150 Days DAYS A.R.O.
EFFECTIVE UNTIL 2-5-18	SIGNATURE <i>Jeff Barnes</i> Jeff Barnes	OFFICIAL TITLE President

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED

### Shelby County Government Bid Form

Shelby County Government  
160 North Main Street  
Memphis, TN 38103  
Attention:

In compliance with the Notice to Bidders and the instructions to Bidders for the **Wolf River Greenway Phase 8 Project**, as specified in the plans and specifications issued with the SBI listed in the table of contents dated January 7, 2017

The undersigned bidder, a corporation or business organized and existing under the laws of the State of Tennessee;

Having received, examined, and understands the Drawings, Project Manual and contract form referenced, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby propose to furnish all labor, tools, materials, plant and equipment necessary for the construction of the Wolf River Greenway Phase 8 Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with Drawings and Specifications, including all Addenda and contract stipulations thereof, within the time limit specified, for the price so stated below.

**LUMP SUM BID:** This bid includes the construction of Phase 8 of the Wolf River Greenway as per the work indicated in the bid documents.

Nine Hundred Nine Thousand Forty-Four Dollars  
(\$ 909,044.00)

State amount in both words and figures.

Bidder acknowledges receipt of Addenda as follows:

Addendum No. 1 dated 11-20-17 Addendum No. \_\_\_ dated \_\_\_  
Addendum No. \_\_\_ dated \_\_\_ Addendum No. \_\_\_ dated \_\_\_  
Addendum No. \_\_\_ dated \_\_\_ Addendum No. \_\_\_ dated \_\_\_  
Addendum No. \_\_\_ dated \_\_\_ Addendum No. \_\_\_ dated \_\_\_

#### CERTIFICATION OF LICENSING QUALIFICATIONS

1. Tennessee State Contractor Certificate of Responsibility Number 52754.
2. Type of above License BC; HRA; MU.
3. Monetary limits of above License Unlimited.
4. Expiration date of above License July 31, 2019.

Respectfully Submitted:

Barnes & Brower, Inc.

(Legal Name of Corporation or Business)

3787 Old Getwell Road, Memphis, TN 38118

(Address)

Jeff Barnes

(Typed Name of Officer)

*Jeff Barnes*

(Signature of Officer)

President

(Title of Officer)

901-794-3481

(Telephone Number)



NOTE: If a corporation, bid must be signed by person authorized to bind it to contract.

**END OF SECTION**



EXHIBIT B



DEPARTMENT OF  
COMMERCE AND INSURANCE



BARNES & BROWER INC.

332815

ID NUMBER: 52754  
LIC STATUS: ACTIVE  
EXPIRATION DATE: July 31, 2019

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

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

Attn: JEFFREY BARNES  
BARNES & BROWER INC.  
3787 OLD GETWELL ROAD  
MEMPHIS, TN 38118

# State of Tennessee

332815 0480848

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

BARNES & BROWER INC.

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

ID NUMBER: 52754  
LIC STATUS: ACTIVE  
EXPIRATION DATE: July 31, 2019  
AGLM UNLIMITED; BC ; HRA ; MU



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

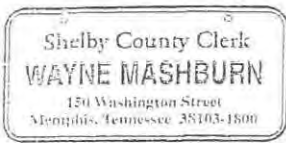


EXHIBIT B

**MEMPHIS AND SHELBY COUNTY  
BUSINESS TAX LICENSE**

RECEIPT NUMBER	171000608
LICENSE NUMBER	104004770
<b>THIS LICENSE EXPIRES</b>	<b>05/15/2018</b>
CLASSIFICATION	4

OWNER(S)
<b>BARNES &amp; BROWER INC</b>

BUSINESS LOCATION ADDRESS
<b>3787 OLD GETWELL RD MEMPHIS, TN 38118</b>

**BARNES & BROWER  
3787 OLD GETWELL RD  
MEMPHIS, TN 38118**

**MUST DISPLAY IN A CONSPICUOUS  
PLACE**

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF Tennessee

COUNTY OF Shelby

The undersigned, principal officer of Barnes & Brower, Inc., an employer of five (5) or more employees contracting with Shelby County government to provide construction services states under oath as follows:

1. The undersigned is a principal officer of Barnes & Brower, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. ~ 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) Jeff Barnes, President

STATE OF Tennessee

COUNTY OF Shelby

Before me personally appeared Jeff Barnes with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 5<sup>th</sup> day of December, 2017

Notary Public:

Julia E. Turberville

My Commission Expires: 04/07/2019



**SHELBY COUNTY GOVERNMENT  
GRATUITY DISCLOSURE FORM  
(NO COPIES ACCEPTED)**

**INSTRUCTIONS:** *This form is for all individuals receiving any Shelby County Government contract, subcontract, land use approval or financial grant of money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouse and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

**1. COMPANY/VENDOR NAME**

Barnes & Brower, Inc.

**2. DATE OF GRATUITY**

N/A

**3. NATURE AND PURPOSE OF THE GRATUITY**

N/A

**4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

N/A

**5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and I affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including their spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Code of Ethics.

  
Signature

12-5-17  
Date, 2017

Jeff Barnes, President  
Print Name

*A copy of your completed form will be placed on the Shelby County Internet website.  
A copy of your signature will not be accepted. Form must have original signatures.*

## Section 3

### **Forms, Reports, and Policy**

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low-to very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these person, for new employment, training and contracting opportunities.

### **Required Section 3 Forms and Reports**

#### **Section 3 Opportunity Plan**

A Section 3 Opportunity Plan must be completed by bidders or applicants seeking funding from the Shelby County Division of Planning and Development and the Department of Housing for a Section 3 covered project. The Section 3 Opportunity Plan must be submitted with the project bid or grant application.

#### **Forms included in the Section 3 Opportunity Plan**

1. Outreach Efforts to Section 3 Businesses
2. Section 3 Business Certification Form
3. Commitment to Contracting

A Section 3 Opportunity Plan is included.

#### **Section 3 Summary Report**

Project award recipients are required to complete and submit a Section 3 Summary Report each month throughout the life of the project. Information is cumulative and should run through the last day of the reporting month. Example: A report period of May 2015 will document required information from the start of the project through the last day of the May 2015.

A Section 3 Summary Report is included.

#### **Section 3 Business Certification Form**

Preferential contract consideration will be granted to Section 3 businesses. The Section 3 Business Certification Form must be completed by businesses seeking Section 3 status. The Section 3 Business Certification Form must be completed by businesses listed as Section 3 in the Section 3 Opportunity Plan. The certification form must also be submitted with the Section 3 Summary Report when a contract is issued to a Section 3 business after the start of the project.

A Section 3 Business Certification Form is included.

## Section 3 Opportunity Plan

### Understanding Section 3

Section 3 is a Local Jobs and Contracting Initiative Utilizing Federal Housing Grant Funds.

### What is Section 3?

Section 3 is a HUD requirement designed to ensure that the HUD funds invested in housing and community development activities provide employment opportunities for low income people. HUD's regulations state that "to the greatest extent feasible," businesses and employers working on select HUD-funded projects must make a good faith effort to train and employ low-to very low-income individuals in the area (called "Section 3 residents") and also to contract with business identified as Section 3.

In summary, the obligations of Section 3 are:

1. Provide training for Section 3 residents, and report on the outreach and training undertaken.
2. To the greatest extent feasible hire and train Section 3 residents, and report on employees and new hires.
3. To the greatest extent feasible contract with Section 3 businesses, and report on contracts and subcontracts.

### **Contracting Obligations: Applies to CDBG Projects**

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#### **Applies to all projects**

Section 3 requires that award recipients fulfill the following obligations:

- Show commitment to meet HUD's contracting requirement (the "minimum numerical target for contracting") that Section 3 businesses receive at least 10% of the building trades contracts for the project, and at least 3% of the total amount for all non-building trade contracts.
- "To the greatest extent feasible" contract with Section 3 business concerns identified as
  - 51 percent or more owned by Section 3 residents; or
  - At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within 3 years of the dated of first hire; or

- Provides evidence, as required, of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontractors to businesses that meet one of the qualifications above.

## **Hiring Obligations: Applies to all CDBG Projects**

### **Applies to all Projects**

---

Section 3 requires that award recipients fulfill the following obligations to the greatest extent feasible when new employees are hired:

- Meet HUD's hiring requirement (the "minimum numerical target for training and employment") that 30% of new hires be Section 3 individuals.
- "To the greatest extent feasible" provide preference to hire area residents who are:
  - Low- to very low- income residents of the housing development or developments in which the HUD funds shall be expended; or
  - Low- to very low- income residents of other housing developments managed by the local Millington Housing Authority or the Memphis Housing Authority; or
  - Participants in HUD Youthbuild Programs; or
  - All other residents (including Section 8 recipients) of Shelby County who meet the low-to very low-income guidelines for Section 3 preference.



## Section 3 Opportunity Plan

### (TO BE COMPLETED FOR COMMUNITY DEVELOPMENT PROJECTS)

#### **PURPOSE**

The purpose of the Section 3 Opportunity Plan is to ensure that jobs and economic opportunities generated by the U. S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall be directed to low- and very low- income persons to the greatest extent feasible, particularly those who are recipients of government assistance for housing and business concerns providing such opportunities.

Barnes & Brower, Inc.  
BIDDER OR APPLICANT

Requisition # 18-0866 - SBI000485 Wolf River Greenway Phase 8 Project  
RFP # and PROJECT NAME

<u>Jeff Barnes, President</u>	<u>901-794-3481</u>	<u>jbarnes@barnesandbrower.com</u>
CONTACT NAME	TELEPHONE	EMAIL (IF APPLICABLE)

#### **Requirements**

The submitter of this Section 3 Opportunity Plan hereby agrees to comply with all of the provisions of Section 3 as set forth in 24 CFR 135, which implements Section 3 requirements. The Section 3 Opportunity Plan must be submitted with the Request For Quotation (RFQ), Request For Proposal (RFP), contact response, or grant application to Shelby County's Division of Planning and Development/Department of Housing or the appropriate Division/Department issuing the applicable request.

If a contract is awarded, a Section 3 Summary Report identifying progress in meeting the goals established in this Plan must be submitted monthly for projects throughout the contract period. The Section 3 Summary Report shall be submitted no later than 10 days after the end of each calendar month of the contract (e.g. January 10<sup>th</sup>, February 10<sup>th</sup>, etc.). For any goal not met, the report shall identify other economic opportunities that the contract recipient has or intends to provide.

The failure of the contract recipient to comply with the approved Plan shall be considered an event of default under the contract agreement.

## Commitment to Contracting

### Applies to all projects

Each applicant or bidder for a construction or labor-related contract must complete this Plan and submit all relevant information required herein. The following contracting requirements must be satisfied to the greatest extent feasible:

- At least ten percent (10%) of the total dollar amount of all applicable HUD-funded construction contracts shall be awarded to businesses identified as Section 3.
- At least three percent (3%) of the total dollar amount of all applicable HUD-funded non-construction contracts shall be awarded to businesses identified as Section 3.

The following documents must be completed and submitted with this Plan:

- Outreach Efforts to Section 3 Businesses
- Section 3 Business Certification Form
- Section 3 Commitment to Contracting

## Commitment to the Employment and Training

### Applies to all projects

Each bidder or applicant for a construction or labor-related contract must complete this Plan and submit all relevant information required herein. Bidders and applicants must satisfy the following hiring requirements to the greatest extent feasible:

Thirty percent (30%) of the aggregate number of **new** positions during a one year period shall be filled with Section 3 residents. Example: A construction contractor hires 10 new workers. Three of the new workers should qualify as local low- to very-low income persons.

## Compliance

The failure of the bidder or applicant to comply with the Section 3 Opportunity Plan shall be considered an event of default under the contract agreement.

Acknowledged by

Jeff Barnes, President

\_\_\_\_\_  
PRESIDENT OR AUTHORIZED OFFICER (PLEASE PRINT)

*Jeff Barnes*  
\_\_\_\_\_  
SIGNATURE

12-5-17  
\_\_\_\_\_  
DATE

2017

Barnes & Brower, Inc.

\_\_\_\_\_  
BUSINESS OR ORGANIZATION NAME

## Section 3 Opportunity Plan Outreach Efforts to Section 3 Businesses

### Applies to all projects

Documentation of efforts to engage Section 3 businesses must be provided with responses to RFQs, RFPs, and grant applications.

Project Name Wolf River Greenway Phase 8 Project

This form is to be completed by bidders or applicants seeking funding under a Shelby County Division of Planning and Development/Department of Housing Section 3 covered program (or any other Shelby County Division/Department when Section 3 applies).

Organization Barnes & Brower, Inc

Submitted By Jeff Barnes, President

The following businesses identified as Section 3 were contacted to determine capacity and availability to work on the above-listed project:

1. Company SOUTHLAND ENTERPRISES

Contact JCPAYNE

Telephone /Email 901-363-8440 / JCPAYNE5@COMCAST.NET

Date(s) Contacted 12-5-17 Quote Provided (Y/N) Y

Follow-up Action and Company Response WILL BE PROVIDING Site Grading, Remediation, clearing, Curb & Gutter, walk, permanent signage for this job. Which is over 10% of the Bid price.

2. Company \_\_\_\_\_

Contact \_\_\_\_\_

Telephone /Email \_\_\_\_\_

Date(s) Contacted \_\_\_\_\_ Quote Provided (Y/N) \_\_\_\_\_

Follow-up Action and Company Response \_\_\_\_\_

3. Company \_\_\_\_\_

Contact \_\_\_\_\_

Telephone /Email \_\_\_\_\_

Date(s) Contacted \_\_\_\_\_ Quote Provided (Y/N) \_\_\_\_\_

Follow-up Action and Company Response \_\_\_\_\_

4. Company \_\_\_\_\_

Contact \_\_\_\_\_

Telephone /Email \_\_\_\_\_

Date(s) Contacted \_\_\_\_\_ Quote Provided (Y/N) \_\_\_\_\_  
Follow-up Action and Company Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Attach additional sheets if necessary)**

### Section 3 Business Certification Form

Required if Section 3 businesses are included in the bid or application

Businesses seeking Section 3 status and preference in contract by DPD/Department of Housing must complete and submit a Section 3 Business Certification Form.

Business Name Barnes & Brower, Inc.

Address 3787 Old Getwell Road

City Memphis State TN Zip 38118

Federal Employer Identification Number 20-1080157 Duns Number 150125651

#### Type of Business

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Please select one of the following three qualification methods for status as a Section 3 business.

- Section 3 resident-owned business (51 % of more owned by Section 3 residents)**  
The following documents may be required in the future as added confirmation of status
  - Complete list of Section 3 resident owners
  - Section 3 Resident Certification Forms for each Section 3 resident owner
- At least 30 % of permanent, full-time workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business**  
The following documents may be required in the future as added confirmation of status
  - Complete list of all current full-time employees
  - Complete list of employees claiming Section 3 status and employees Section 3 Resident Certification forms.
  - Other evidence of Section 3 status less than 3 years for date of employment
- Subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses**  
The following documents may be required in the future as added confirmation of status
  - Complete list of subcontracted Section 3 businesses and subcontract amount

I certify to the best of my knowledge that the information contained here within is true and accurate.

Signature *Jeff Barnes*  
Print Name Jeff Barnes

Date 12-5-17, 2017  
Title President

*We are not a Section 3 business. We will hire section 3 personal if additional labor is required.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2017

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

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

PRODUCER Mathis, Tibbets & Massey, Inc 6401 Poplar Avenue Suite 250 Memphis, TN 38119	CONTACT NAME: Paula Yokley	FAX (A/C, No): (901) 202-8644
	PHONE (A/C, No, Ext): (901) 202-8634	
	E-MAIL ADDRESS: pyokley@mtmins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED  Barnes & Brower, Inc. 3787 Old Getwell Road Memphis, TN 38118	INSURER A : Amerisure Partners Ins. Co.	11050
	INSURER B : Amerisure Mutual Insurance Co	23396
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		CPP20886450405	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER						
A X	AUTOMOBILE LIABILITY		CA20886410405	08/02/2017	08/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				
X	HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				
X	Comp \$1000 Ded	X Coll \$1000 Ded				
B X	UMBRELLA LIAB OCCUR		CU20886420402	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					
	DED X RETENTION \$	0				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC-2088643-04	08/02/2017	08/02/2018	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Rented/Leased		CPP20886450405	08/02/2017	08/02/2018	Limit 250,000
A	Spec. Incl. theft		CPP20886450405	08/02/2017	08/02/2018	Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Wolf River Greeway Trail Phase 8  
Shelby County Government, its elected officials, appointees and employees are named as Additional Insured with respect to General Liability as required by written contract. Thirty (30) days notice of cancellation.

CERTIFICATE HOLDER  Shelby County Government Contract Administration County Attorney's Office 160 N. Main, Suite 950 Memphis, TN 38103	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary J. Tibbets</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP20886450405	<b>Agency Number</b> 34-5908	<b>Policy Effective Date</b> 08/02/2017
<b>Policy Expiration Date</b> 08/02/2018	<b>Date</b> 07/28/2017	<b>Account Number</b>
<b>Named Insured</b> Barnes & Brower, Inc.	<b>Agency</b> Mathis Tibbets & Massey, Inc.	<b>Issuing Company</b> Amerisure Partners Ins. Co.

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Barnes & Brower, Inc.  
3787 Old Getwell Road

(Here insert full name and address or legal title of Contractor>

Memphis, Tennessee 38118

as Principal, hereinafter called the Principal, and

Arch Insurance Company  
3 Parkway, Suite 1500

(Here insert full name and address or legal title of Surety>

Philadelphia, Pennsylvania 19102

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

County of Shelby

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the attached bid ----- Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Wolf River Greenway Trail/Phase 8

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of

December

2017

*[Signature]*  
(Witness)

(Principal)  
Barnes & Brower, Inc.

(Seal)

*Michelle Henderson*  
(Witness)

JEFF BARNES (Title) - PRESIDENT  
(Surety)  
Arch Insurance Company

(Seal)

*Mary H. Tibbets*  
(Title)

Mary H. Tibbets, Attorney In-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alex E. Mathis, Mary H. Tibbets and S. Eugene Mathis, Jr. of Memphis, TN (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



**BARNES & BROWER, INC.**  

---

**GENERAL CONTRACTORS**

SB I000485

Wolf River Greenway Phase 8

Section 3 Contractor

Southland Enterprises will be our section 3 contractor and they will be doing the following items of work for \$94,317:

Demo

Earthwork

Site Grading

Permanent signage

Curbs and walks