

**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Contract**”) is made and entered into this 14<sup>th</sup> day of December 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and HERBI-SYSTEMS, INC., a Tennessee corporation (herein the “**CONTRACTOR**”).

**WITNESSETH:**

WHEREAS, the TOWN desires to contract with a provider of chemical weed control services (herein the “**Contract Items**”), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

**1.00 SCOPE OF CONTRACT**

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC2015-36 Chemical Weed Control (herein the “**Invitation to Bid**”) and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

**2.00 TERM OF CONTRACT**

The period of this Contract shall be for twelve (12) months, beginning on January 1, 2016 and ending on December 31, 2017. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

**3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit “B”** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit “B”** may be increased or decreased by the TOWN under Section 4.00 of this Contract (“Additional Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

#### **4.00 ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

#### **5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

#### **6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

#### **7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## **13.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The

CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

**15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

**16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

**17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

**18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

**19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

**20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

**21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

**23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville  
500 Poplar View Parkway  
Collierville, TN 38017  
Facsimile: (901) 457-2207
  
- (ii) To: Herbi-Systems, Inc.  
7551 Bartlett Corp Cove E

Bartlett, TN 38133  
Facsimile: (901) 385-7111

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

#### **28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,  
TENNESSEE**

By: Stan Joyner

Stan Joyner, Mayor

ATTEST:

By: Lynn Carmack

Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

Director of General Services

11-12-15

**HERBI-SYSTEMS, INC.**

By: [Signature]

Its: IND. DEV. MGR.

CONTRACTOR's Mailing Address:  
7551 Bartlett Corp Cove E  
Bartlett, TN 38133

CONTRACTOR's Telephone Number:  
(901) 382-5296

CONTRACTOR's Facsimile Number:  
(901) 385-7111

**EXHIBIT "A"**

**Invitation to Bid No. TC2015-36**

**EXHIBIT "B"**  
**CONTRACTOR'S Bid**



# BID RESPONSE FORM

Stan Joyner  
Mayor

**Town of Collierville**  
General Services Department  
500 Poplar View Parkway  
Collierville, Tennessee 38017  
(901) 457-2254

James H. Lewellen  
Town Administrator

Derek Honeycutt  
Director of General Services

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**BID NO.: TC2015-36**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **THURSDAY, NOVEMBER 5, 2015, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE GENERAL SERVICES MANAGER, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH 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.

ITEM	DESCRIPTION	NUMBER OF APPLICATIONS PER YEAR	PRICE PER APPLICATION	TOTAL AMOUNT
12.01	Town Hall: All fine cut areas starting at the entrance extending to the trail on the south side of lake.	5	554.40	2772.00
12.02	Library: All fine cut areas and Flicker's Nest Median.	5	286.30	1431.00
12.03	H.W. Cox Park: Entire Park.	5	3686.90	18,434.50
12.04	W.C. Johnson East Complex: Entire Park.	5	1351.00	6755.00
12.05	W.C. Johnson West Complex: All area inside fence of athletic fields; fifteen feet around outside of fence; and entire park area from Byhalia Road to Baseball Complex entrance.	5	2450.00	12,250.00
12.06	Tom Brooks Park: Entire Park.	5	105.00	525.00
12.07	Police Complex: Entire Complex.	5	250.00	1250.00
12.08	Public Services Complex: All fine cut area around public service building including grass along sidewalk going to shop; fine cut road frontage going east to Progress Road.	5	217.00	1085.00
12.09	Nikki McCray Park: Entire Park.	5	609.00	3045.00
12.10	Northwest Wastewater Treatment Plant: Fine cut area in front and around solid waste building; fine cut area along entrance road.	5	350.00	1750.00
12.11	Shelton Road Treatment Plant: Fine cut area around solid waste building.	5	245.00	1225.00
12.12	Progress Road Soccer Complex: Entire Complex	5	700.00	3500.00
12.13	Suggs Park: Entire Park	5	700.00	3500.00
12.14	Bess Crawford Morton Museum/ White Church	5	85.00	425.00
12.15	School Administration and University of Memphis Collierville Campus - (Poplar & Walnut)	5	375.00	1875.00
12.16	Shelby Drive Practice Complex	5	490.00	2450.00
12.17	Queen Oaks Water Retention Basin	5	612.00	3060.00
<b>TOTAL</b>				<b>65,332.50</b>

<b>IRRIGATED MEDIANS</b>				
12.18	Winchester Medians: Byhalia Rd – West to Town Line (15 medians totaling 8,613') excluding Shilling Farms medians	5	420.00	2100.00
12.19	Bailey Station Medians: Poplar – Houston Levee (6 medians totaling 3,934').	5	280.00	1400.00
12.20	Wolf River Blvd, Medians: Ambrose Grove to Still Wind Ln. – (5 medians totaling 3,832')	5	344.40	1722.00
12.21	Hwy 72 medians from Poplar south to Quinn (14 medians totaling 5,891ft)	5	325.00	1625.00
<b>TOTAL IRRIGATED MEDIANS</b>				<b>6,847.00</b>
<b>ISLANDS</b>				
12.22	Islands at U.S. 72 and Shelby Drive: .13 acres	5	75.00	375.00
12.23	Islands at U.S. 72 and 385: 1.06 acres	5	148.40	742.00
12.24	Islands at Byhalia Road and 385: .41 acres	5	85.00	425.00
12.25	Islands at Houston Levee and 385: 1.07 acres	5	148.40	742.00
<b>TOTAL ISLANDS</b>				<b>2,284.00</b>
<b>FIRE STATIONS</b>				
12.26	Fire Administration	5	86.75	433.75
12.27	Fire Station #2	5	124.60	623.00
12.28	Fire Station #3	5	85.00	425.00
12.29	Fire Station #4	5	168.00	840.00
12.30	Fire Station #5	5	140.00	700.00
<b>TOTAL FIRE STATIONS</b>				<b>3,021.75</b>
<b>SCHOOLS</b>				
12.31	Crosswind Elementary – 2.7 acres	5	230.47	1152.35
12.32	Sycamore – 6.7 acres	5	463.36	2316.50
12.33	Bailey Station – 2.35 acres	5	198.00	990.00
12.34	Schilling Middle – 2.07 acres	5	248.70	1243.50
12.35	Tara Oaks – 8.05 acres	5	608.25	3041.25
12.36	Collierville Elementary – 4.04 acres	5	549.65	2748.25
12.37	Collierville Middle – 8.01 acres	5	624.00	3120.00
12.38	Collierville High – 6.12 acres	5	523.50	2617.50
<b>TOTAL SCHOOLS</b>				<b>17,229.35</b>
<b>RIGHT OF WAY</b>				
<b>WOLF RIVER BLVD - 3.8 miles</b>				
12.39	West bound from Shelton Rd. to Byhalia = .5 miles.	3	22.50	67.50
12.40	East bound from Byhalia to Shelton = .5 miles.	3	22.50	67.50
12.41	West bound from Church to St. George's school = 1 mile.	3	45.00	135.00
12.42	East bound from Almadale Farms to Wellington Farms = 1.8 miles	3	81.00	243.00
<b>TOTAL ROW WOLF RIVER BLVD</b>				<b>513.00</b>

-	<b><u>HOUSTON LEVEE - 7.9 miles</u></b>			
12.43	South bound from 2491 to Frank Rd. = .8 miles.	3	36.00	108.00
12.44	South bound from Frank Rd. to Landers Ford = 1 mile.	3	45.00	135.00
12.45	South bound from Winchester to Bill Heard = 1.7 miles.	3	76.50	229.50
12.46	North bound from 385 to Bailey Station = .5 miles.	3	22.50	67.50
12.47	North bound from Bailey Station to Winchester = 1.3 miles.	3	58.50	175.50
12.48	North bound from Landers to Covenant Church = .5 miles.	3	22.50	67.50
12.49	North bound from Halle Plantation to S. Houston Way = 1 miles.	3	45.00	135.00
12.50	North bound from St. George's to Wolf River = .4 miles.	3	18.00	54.00
12.51	South bound from Wolf River to Trust One Bank = .7 miles.	3	31.50	94.50
<b>TOTAL ROW HOUSTON LEVEE</b>				<b>1066.50</b>
-	<b><u>WINCHESTER - 2.4 miles</u></b>			
12.52	West bound from U of M to Schilling Farms = .2 miles	3	9.00	27.00
12.53	East bound from Schilling Farms to Byhalia = .4 miles.	3	18.00	54.00
11.54	West bound from Peyton Pkwy. to Bailey Station = .3 miles.	3	13.50	40.50
12.55	West bound from Kroger to G' town line = .2 miles	3	9.00	27.00
12.56	East bound from Germantown line to H. Levee = .4 miles	3	18.00	54.00
12.57	East bound from H. Levee to Central Church = .2 miles	3	9.00	27.00
12.58	East bound from Bailey Station to Schilling Farms = .7 miles.	3	31.50	94.50
<b>TOTAL ROW WINCHESTER</b>				<b>324.00</b>
-	<b><u>PINKSTON PKWY - 0.2 miles</u></b>			
12.59	West bound from The Village to Bailey Station = .2 miles.	3	9.00	27.00
<b>TOTAL ROW PINKSTON PKWY</b>				<b>27.00</b>
-	<b><u>BAILEY STATION - 1.9 miles</u></b>			
12.60	North bound from Pinkston to Poplar = .2 miles	3	9.00	27.00
12.61	South bound from Dead End to Poplar = .6 miles	3	27.00	81.00
12.62	South bound from Poplar to Pinkston = .2 miles.	3	9.00	27.00
12.63	South bound from Bailey Creek Apts. to H. Levee = .6 miles.	3	27.00	81.00
12.64	North bound from H. Levee to Fed Ex = .1 miles.	3	4.50	13.50
12.65	North bound from Fed Ex to 3844 = .2 miles.	3	9.00	27.00
<b>TOTAL ROW BAILEY STATION</b>				<b>256.50</b>
-	<b><u>BYHALIA - 4.3 miles</u></b>			
12.66	South bound from Regions to Zaxby's = .1 miles.	3	4.50	13.50

12.67	South bound from Bumpus to South Ridge = 1.2 miles.	3	54.00	162.00
12.68	South bound from South Ridge to Holmes = .3 miles	3	13.50	40.50
12.69	North bound from Holmes to Estanaula = .1 miles	3	4.50	13.50
12.70	North bound from Winding Ridge to Shelby Dr. = .2 miles	3	9.00	27.00
12.71	North bound from 698 to Pepsi = 1 mile.	3	45.00	135.00
12.72	North bound from Maynard Way to Polo Run = .5 miles.	3	22.50	67.50
12.73	North bound from Shelton to Wolf River Blvd. = .6 miles.	3	27.00	81.00
12.74	North bound from Wolf River Blvd. to Shelton = .3 miles.	3	13.50	40.50
<b>TOTAL ROW BYHALIA</b>				<b>580.50</b>
<b><u>COWAN - 0.7 miles</u></b>				
12.75	East and west bound from South Rowlett to Byhalia = .7 miles	3	31.50	94.50
<b>TOTAL ROW COWAN</b>				<b>94.50</b>
<b><u>FRANK RD - 2.2 miles</u></b>				
12.76	West bound from Bray Station to H. Levee = 1.4 miles	3	67.50	202.50
12.77	East bound from Houston Downs to Bray Station = .8 miles	3	36.00	108.00
<b>TOTAL ROW FRANK RD</b>				<b>310.50</b>
<b><u>SHEA RD - 1.8 miles</u></b>				
12.78	South bound from Frank to Shea Woods = .9 miles.	3	40.50	121.50
12.79	North bound from Shea woods to frank = .9 miles.	3	40.50	121.50
<b>TOTAL ROW SHEA RD</b>				<b>243.00</b>
<b><u>BRAY STATION - 0.6 miles</u></b>				
12.80	South bound from 655 to DuBray = .4 miles	3	18.00	54.00
12.81	South bound from DuBray to Poplar = .2 miles	3	9.00	27.00
<b>TOTAL ROW BRAY STATION</b>				<b>81.00</b>
<b><u>SHELTON - 1.8 miles</u></b>				
12.82	West bound from Wellington Ridge to Bray Station = .2 miles	3	9.00	27.00
12.83	East bound from Bray Station to Wellington Ridge = .4 miles	3	18.00	54.00
12.84	East bound from Peterson Lake to 205 = .8 miles	3	36.00	108.00
12.85	West bound from Verlington to Byhalia = .4 miles	3	18.00	54.00
<b>TOTAL ROW SHELTON</b>				<b>243.00</b>
<b><u>OLD BYHALIA - 0.2 miles</u></b>				
12.86	North bound from Hancock Fabric to Maynard Way = .2 miles	3	9.00	27.00
<b>TOTAL ROW OLD BYHALIA</b>				<b>27.00</b>
<b><u>MAYNARD WAY - 1.1 miles</u></b>				

12.87	East bound from Old Byhalia to Poplar = .4 miles	3	18.00	54.00
12.88	West Bound from Poplar to Byhalia = .7 miles	3	31.50	94.50
<b>TOTAL ROW MAYNARD WAY</b>				148.50
	<b><u>MARKET BLVD - 0.4 miles</u></b>			
12.89	East bound from Medical Center to Faith Lutheran = .4 miles	3	18.00	54.00
<b>TOTAL ROW MARKET BLVD</b>				54.00
	<b><u>CIVIC CENTER - 0.3 miles</u></b>			
12.90	West bound from Self-storage to Halle Park = .1 miles	3	4.50	13.50
12.91	East bound from Orchard Apts. to Market = .2 miles	3	9.00	27.00
<b>TOTAL ROW CIVIC CENTER</b>				40.50
	<b><u>WHITE RD. - 0.3 miles</u></b>			
12.92	East bound from 573 to Dove Valley = .3 miles	3	13.50	40.50
<b>TOTAL ROW WHITE RD</b>				40.50
	<b><u>PETERSON LAKE - 0.4 miles</u></b>			
12.93	North bound from Bancroft to Baptist Church = .2 miles	3	9.00	27.00
12.94	North bound from Cottonwood to Shelton = .2 miles	3	9.00	27.00
<b>TOTAL ROW PETERSON LAKE</b>				54.00
	<b><u>COLLIERVILLE-ARLINGTON (S.R.205) - 1.7 miles</u></b>			
12.95	North bound from Shelton to Wolf River = .5 miles	3	22.50	67.50
12.96	South bound from Wolf River to Ashton Woods = .7 miles	3	31.50	94.50
12.97	North bound from Fletcher to Little Oak Ln. = .2 miles	3	9.00	27.00
12.98	North bound from Tara Oaks to Ashton Woods = .3 miles	3	13.50	40.50
<b>TOTAL ROW COLLIERVILLE-ARLINGTON</b>				229.50
	<b><u>HARPER'S FERRY - 0.2 miles</u></b>			
12.99	East bound to Tara Oaks = .1 mile	3	4.50	13.50
12.100	West bound to Collierville-Arlington = .1 mile	3	4.50	13.50
<b>TOTAL ROW HARPER'S FERRY</b>				27.00
	<b><u>TARA OAKS - 0.1 mile</u></b>			
12.101	West bound to Collierville-Arlington = .1 mile	3	4.50	13.50
<b>TOTAL ROW TARA OAKS</b>				13.50
	<b><u>PROGRESS RD - 2.6 mile</u></b>			
12.102	South bound from 57 to R.R. crossing = .2 mile	3	9.00	27.00
12.103	North bound from R.R crossing to 57 = .2 mile	3	9.00	27.00
12.104	South bound from Keough to Shelby Dr. = 1 mile	3	45.00	135.00
12.105	North bound from Shelby Dr. to Keough = 1 mile	3	45.00	135.00

12.106	North bound from Keough to South St. = .2 mile	3	9.00	27.00
<b>TOTAL ROW PROGRESS RD</b>				351.00
<b><u>SOUTH ST. - 0.4 miles</u></b>				
12.107	East bound from Moore to Progress = .3 mile	3	13.50	40.50
12.108	West bound across from Bodine = .1 mile	3	4.50	13.50
<b>TOTAL ROW SOUTH ST</b>				54.00
<b><u>MOORE LN. - 0.1 mile</u></b>				
12.109	North bound from Germantown Pest Control to South St. = .1 mile	3	4.50	13.50
<b>TOTAL ROW MOORE</b>				13.50
<b><u>KEOUGH - 1.4 miles</u></b>				
12.110	East bound from Mt. Olive to Piperton = .9 mile	3	40.50	121.50
12.111	West bound from Central Woodworks to 650 = .1 mile	3	4.50	13.50
12.112	West bound from Dispatch to Mt. Olive = .4 mile	3	18.00	54.00
<b>TOTAL ROW KEOUGH</b>				189.00
<b><u>NORTH ROWLETT - 1.1 miles</u></b>				
12.113	East bound from Abbington to Police Station = .8 mile	3	36.00	108.00
12.114	West bound from 260 to trailer park = .3 mile	3	13.50	40.50
<b>TOTAL ROW NORTH ROWLETT</b>				148.50
<b><u>SOUTH ROWLETT - 1.5 miles</u></b>				
12.115	East bound from Collierville Pet Hospital to Cowan = .1 mile	3	4.50	13.50
12.116	West bound from Main St. to Byhalia = 1.4 miles	3	63.00	189.00
<b>TOTAL ROW SOUTH ROWLETT</b>				202.50
<b><u>WEST ST. - 0.2 miles</u></b>				
12.117	North bound from Sunflower to South Rowlett = .2 miles	3	9.00	27.00
<b>TOTAL ROW WSET ST</b>				27.00
<b><u>HARRIS ST. - 0.1 mile</u></b>				
12.118	West bound from Funquest to Sycamore = .1 mile	3	4.50	13.50
<b>TOTAL ROW HARRIS ST</b>				13.50
<b><u>SYCAMORE - 3.3 miles</u></b>				
12.119	South bound from Harris to South St. = .1 mile	3	4.50	13.50
12.120	North bound from Mini-storage to South St. = .3 miles	3	13.50	40.50
12.121	South bound from U.S. 72 to Shelby Dr. = 1.2 miles	3	54.00	162.00
12.122	North bound from Sycamore school to Shelby Dr. = .5 miles	3	22.50	67.50
12.123	North bound from Shelby Dr. to U.S. 72 = 1.2 miles	3	54.00	162.00
<b>TOTAL ROW SYCAMORE</b>				445.50
<b><u>SHELBY DR. - 4.4 miles</u></b>				

12.124	East bound from Byhalia to Progress Rd. = 2.3 miles	3	103.50	310.50
12.125	West bound from Progress to Deep Woods = 2.1 miles	3	94.50	283.50
<b>TOTAL ROW SHELBY DR</b>				594.00
<b><u>MT. PLEASANT - 3.7 miles</u></b>				
12.126	North bound from Shelby Dr. to 72 = .7 miles	3	31.50	94.50
12.127	South bound from 72 to Shelby Dr. = .7 miles	3	31.50	94.50
12.128	South bound from Poplar to Washington = .2 miles	3	9.00	27.00
12.129	North bound from Washington to Poplar = .2 miles	3	9.00	27.00
12.130	South bound from Cemetery to Progress = .9 miles	3	40.50	121.50
12.131	North bound from Progress to Keough = 1 mile	3	45.00	135.00
<b>TOTAL ROW MT PLEASANT</b>				499.50
<b><u>BURROWS - 0.2 miles</u></b>				
12.132	East bound from Peterson Lake to STOP sign = .2 miles	3	9.00	27.00
<b>TOTAL ROW BURROWS</b>				27.00
<b><u>WASHINGTON - 0.9 miles</u></b>				
12.133	West bound from Progress to SEGA Gymnastics = .2 miles	3	9.00	27.00
12.134	East bound from SEGA to Progress = .2 miles	3	9.00	27.00
12.135	West bound from SEGA to Eastley = .1 miles	3	4.50	13.50
12.136	West bound from 296 to Funeral Home = .2 miles	3	9.00	27.00
12.137	East bound from Wilson Furniture to Jolly Roofing = .2 miles	3	9.00	27.00
<b>TOTAL ROW WASHINGTON</b>				121.50
<b><u>EASTLEY - 0.2 miles</u></b>				
12.138	North bound from Washington to Poplar = .2 miles	3	9.00	27.00
<b>TOTAL ROW EASTLEY</b>				27.00
<b><u>HALLEY - 0.7 miles</u></b>				
12.139	East bound from Mt. Pleasant to 323 = .2 miles	3	9.00	27.00
12.140	West bound from Dead End to Mt. Pleasant = .5 miles	3	22.50	67.50
<b>TOTAL ROW HALLEY</b>				94.50
<b><u>QUINN 1.1 miles</u></b>				
12.141	South bound from 597 to Walton Lake Apts. = .4 miles	3	36.00	108.00
12.142	North bound from Walton Lake Apts. to Cemetery = .7 miles	3	31.50	94.50
<b>TOTAL ROW QUINN</b>				202.50
<b><u>U.S. 72 - 4.4 miles</u></b>				
12.143	West bound from Piperton to Collierville Stockyard = 1.4 miles	3	63.00	189.00

12.144	West bound from Motel to Distribution Pkwy. = .2 miles	3	9.00	27.00
12.145	West bound from Sycamore to 378 = .2 miles	3	9.00	27.00
12.146	West bound from Collierville Motors to Poplar = .3 miles	3	13.50	40.50
12.147	East bound from Poplar to Burkman Dr. = .4 miles	3	18.00	54.00
12.148	East bound from Ripley Oaks to TSC = .5 miles	3	27.50	67.50
12.149	East bound from Quinn to Piperton Line to include medians East of 385 = 1.4 miles	3	63.00	189.00
<b>TOTAL ROW U.S. 72</b>				<b>594.00</b>
<b><u>POPLAR AVENUE - 2.5 miles</u></b>				
12.150	West bound from Bray Station to Physicians Building = .2 mile	3	9.00	27.00
12.151	West bound from Hospital to Beaver Run = .1 mile	3	4.50	13.50
12.152	West bound from Bailey Station to Food Mart = .3 mile	3	13.50	40.50
12.153	West bound from C.C Collections to Germantown = .2 mile	3	9.00	27.00
12.154	East bound from Germantown to Shea Rd. = 1.7 miles	3	76.50	229.50
<b>TOTAL ROW POPLAR AVENUE</b>				<b>337.50</b>
<b><u>HWY. 57 - 1.3 miles</u></b>				
12.155	East bound from Citgo to Fayette County = .7 mile	3	31.50	94.50
12.156	West bound from Fayette County to Steeple Chase = .3 mile	3	13.50	40.50
12.157	West bound from Bradford Estates to Shell = .3 mile	3	13.50	40.50
<b>TOTAL ROW HWY 57</b>				<b>175.50</b>
<b><u>COLLIERVILLE RD. - 2.1 miles</u></b>				
12.158	West bound from Byhalia to 10910 = .5 mile	3	22.50	67.50
12.159	West bound from 10796 to Church = .3 mile	3	13.50	40.50
12.160	West bound from Gray's Crossing to Houston Levee = .5 mile	3	22.50	67.50
12.161	East bound from 10615 to Fleming = .1 mile	3	4.50	13.50
12.162	East bound from 10857 to Byhalia = .7 mile	3	31.50	94.50
<b>TOTAL ROW COLLIERVILLE RD</b>				<b>283.50</b>
<b><u>FLEMING RD. - 1.6 miles</u></b>				
12.163	South bound from 4443 to Water Plant = .1 mile	3	4.50	13.50
12.164	South bound from Fleming Gardens to Holmes Rd. = .6 mile	3	27.00	81.00
12.165	North bound from Holmes to 4830 = .7 mile	3	31.50	94.50
12.166	North bound from Shelby Dr. to Radio Station = .2 mile	3	9.00	27.00
<b>TOTAL ROW FLEMING RD</b>				<b>216.00</b>
<b><u>Shelby Drive - 3.1 miles</u></b>				

12.167	West bound from town line to Korean Baptist church = .7 miles.	3	31.50	94.50
12.168	West bound from Barkley Square to Forrest Hill = .25 miles.	3	11.25	33.75
12.169	East bound from Shell to Cross rd. church = .25 miles.	3	11.25	33.75
12.170	East bound from Korean Baptist church to town line = .7 miles	3	31.50	94.50
12.171	East bound from Fleming to Shelby Post = .5 miles	3	27.50	67.50
12.172	East bound from Shelby Post to Snowden Farms = .2 miles	3	9.00	27.00
12.173	West bound Byhalia to 11100 = .25 miles	3	11.25	33.75
12.174	West bound 10830 to Fleming = .25 miles	3	11.25	33.75
<b>TOTAL ROW SHELBY DRIVE</b>				<b>418.50</b>
	<b><u>Forrest Hill - 1.7 miles</u></b>			
12.175	South bound from Shelby Dr. to Forrest Meadow = .2 miles	3	9.00	27.00
12.176	South bound from Holmes to 5249 = 250ft.	3	2.25	6.75
12.177	South bound 5359 to Post Oak lane = .1 miles.	3	4.50	13.50
12.178	South bound Property line to Fair Meadows Farm = .4 miles.	3	18.00	54.00
12.179	North bound 5600 to fire hydrant = .05 miles	3	2.25	6.75
12.180	North bound 5490 to 5406 = .15 miles	3	6.75	20.25
12.181	North bound speed limit sign to Holmes = .3 miles	3	13.50	40.50
12.182	North bound Holmes Rd. to Forrest Hill Estates = .1 miles	3	4.50	13.50
12.183	North bound 5010 to Forrest Shadows = .3 miles	3	13.50	40.50
12.184	North bound Forrest Shadows to shell = .1 miles	3	4.50	13.50
<b>TOTAL ROW FORREST HILL</b>				<b>236.25</b>
	<b><u>Reynolds Rd - 1.8 miles</u></b>			
12.185	South bound from Shelby Dr. to 4952 = .5 miles	3	22.50	67.50
12.186	South bound from 4986 to Holmes = .5 miles	3	22.50	67.50
12.187	North bound from Holmes to 1 <sup>st</sup> house = .1 miles	3	4.50	13.50
12.188	North bound 5030 to Shelby Dr. = .7 miles	3	31.50	94.50
<b>TOTAL ROW REYNOLDS RD</b>				<b>243.00</b>
	<b><u>Holmes - 6.0 miles</u></b>			
12.189	West bound Byhalia to Rowen Oak = 1.7 miles	3	76.50	229.50
12.190	West bound Rowen Oak to end of bridge guard rail = .4 miles	3	18.00	54.00
12.191	West bound Reynolds to Puppy Corral = .2 miles	3	9.00	27.00
12.192	West bound Center Hill to 9260 = .7 miles	3	31.50	94.50

12.193	West bound 9150 to Forrest Hill = .1 miles	3	4.50	13.50
12.194	East bound Abundant Grace to Center Hill = .7 miles	3	31.50	94.50
12.195	East bound bridge guard rail to Byhalia = 2.2 miles	3	99.00	297.00
<b>TOTAL ROW HOLMES</b>				<b>810.00</b>
<b>Center Hill - 1.3 miles</b>				
12.196	South bound Holmes to 5441 = .45 miles	3	20.25	60.75
12.197	South bound 5535 to Stateline = .25 miles	3	11.25	33.75
12.198	North bound Stateline to last house = .6 miles	3	27.00	81.00
<b>TOTAL ROW CENTER HILL RD</b>				<b>175.50</b>
<b>Fleming - 1.0 miles</b>				
12.199	South bound Holmes to 5441 = .5 miles	3	22.50	67.50
12.200	North bound Dead end to Holmes = .5 miles	3	22.50	67.50
<b>TOTAL ROW FLEMING</b>				<b>135.00</b>

<b>LUMP SUM GRAND TOTAL</b>	<b>\$ 105,723.85</b>
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DELIVERY PROMISED: 2/1/15 → Approx. Dates stated on Specs F.O.B. COLLIERVILLE

TERMS: Net 30 Discounts will be allowed for prompt payment as follows: 10 calendar days, \_\_\_%; 15 calendar days \_\_\_%; 20 calendar days \_\_\_%; 30 calendar days \_\_\_%.

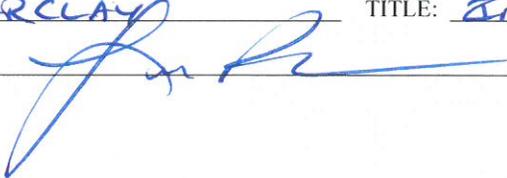
FIRM'S NAME: Herbi-systems, Inc. ADDRESS: 7551 Bartlett Corp. Cv. E, Bartlett

Organized and existing under the laws of the State of TENNESSEE and doing business as  a corporation, \_\_\_ a partnership, \_\_\_ an individual, \_\_\_ a limited liability company, or \_\_\_ otherwise.

CITY: Bartlett STATE: TN ZIP: 38133

TELEPHONE: 901-382-5296 FAX: 901-385-7111 EMAIL: lbarclay@herbi-systems.com

NAME: LEE BARCLAY TITLE: Industrial Div. Manager

AUTHORIZED SIGNATURE:  DATE: 11/5/15

Stan Joyner  
Mayor

Tom Allen, Alderman  
Maureen Fraser, Alderman  
Billy Patton, Alderman  
John E. Stamps, Alderman  
John Worley, Alderman



James H. Lewellen  
Town Administrator

Lynn Carmack  
Town Clerk

## Town of Collierville

DATED: November 11, 2015

TO: Herbi-Systems, Inc.  
ADDRESS: 7551 Bartlett Corporate Cove East  
Bartlett, TN 38133

PROJECT: TC2015-36, Chemical Weed Control

Dear Mr. Barclay,

A thorough evaluation has been performed on your submitted bid package and an error in the lump sum grand total bid was identified. The correct base bid total after the bid evaluation is \$105,724.35 and this amount is based on your submitted unit price times the quantity required for the project. Please sign this letter and return it to me by email ([mbajusz@ci.collierville.tn.us](mailto:mbajusz@ci.collierville.tn.us)) or fax back ((901) 457-2258) confirming your lump sum grand total bid amount of **\$105,724.35**.

Town of Collierville

By:

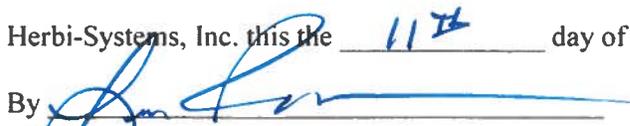
  
Mandy Bajusz

Purchasing Manager

### ACCEPTANCE OF NOTICE

Receipt of the above LETTER is hereby acknowledged by

Herbi-Systems, Inc. this the 11<sup>th</sup> day of November, 2015.

By 

Title IND. DIR. MGR.