



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 27, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Family Assistance Commission, November 2 at 6 p.m.

Planning Commission, November 2 at 7 p.m.

Bartlett Station Commission, November 4 at 7:30 a.m.

City Beautiful Commission, November 5 at 7 p.m.

Bartlett Historical Society, November 9 at 7 p.m.

Board of Mayor and Aldermen Work Session, November 10 at 5:30 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scout C.J. Cara from Troop 450.

Fire Prevention Poster Contest Winners

Fire Marshal Howard McNatt, Fire Chief Terry Wiggins, and Mayor McDonald recognized the local Fire Prevention Poster Contest winners. This year's theme is "Hear the Beep Where you Sleep."

Zachary Crane, Kindergartner at Bartlett Baptist
Alyssa Maxwell, First grader at Ellendale Elementary
Neyla Rogers, Second grader at Ellendale Elementary
Alan Hisson, Third grader at Bartlett Elementary
Julianne Taylor, Fourth grader at Rivercrest Elementary
Vincent Bomprezzi, Fifth grader at St. Ann
Gabby Pence, Sixth grader at St. Ann
Heidi Larson, Seventh grader at Appling Middle
Madeline Lawson, Eighth grader at Elmore Park Middle
Addie Gavrock, Third grader (Division I) at Bartlett Elementary
James Fenner, Senior (Division II) at Bartlett High

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

Mayor McDonald announced an emergency expenditure of \$14,000 to repair the engine on a fire truck at Station 4.

MINUTES ACCEPTANCE**Minutes of the October 13, 2015 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Ellendale Baptist Church Fall Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, October 30 from 6 to 7:30 p.m. on the church campus.
- 2 Special event permit for One Less Orphan 5K. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 7 from 8 to 10 a.m. at Faith Baptist Church.
- 3 Purchase ammunition for police. (Gary Rikard, Chief of Police)**
Request approval to purchase ammunition from Gulf States Distributors at a total cost of \$29,063.00. The State of Tennessee has a bid contract with Gulf States. Funds are available in Account 110.42100.158.
- 4 Purchase auxiliary equipment for new fire truck. (Terry Wiggins, Fire Chief)**
Recommend accepting a quote from Sunbelt Fire for auxiliary fire equipment at a total cost of \$20,541.94. Sunbelt Fire is a sole source provider for this equipment. Funds are available in Account 311.48311.785.25115.
- 5 Third year water tank maintenance project. (Rick McClanahan, Director of Engineering)**
Recommend awarding Year Three of water tank maintenance project to Utility Service Company, Inc., in the amount of \$213,200, plus a contingency amount of \$20,000 for a total cost of \$233,200. Funds are available in Accounts 510.51051200.945 and 312.48312.790.70114.

- 6 Title search for widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request hiring Harris Shelton, the City's attorney, to complete property title searches for right-of-ways for the widening of Old Brownsville Road. The firm will charge \$200 per property for an estimated 50 parcels for a maximum cost of \$10,000. Funds are available in Account 311.48311.770.422.
- 7 Bid for two Ford pickup trucks. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from AutoNation Ford for a total cost of \$80,040.21, one F350 at \$48,152.11 and one F250 at \$31,888.10. Funds are available in Accounts 510.51300.935 and 311.48311.785.30716
- 8 Bid for one street sweeper. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest, qualified bid from Stewart-Amos Equipment at a cost of \$183,970.00. Funds are available in Account 311.48311.785.30716.
- 9 Bid for traffic signal at intersection of Altruria and Memphis-Arlington Roads. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Shelby Electric Co., Inc. In the amount of \$255,823.10, plus a contingency amount of \$10,000.00 for a total cost of \$265,823.10. Funds are available in account 311.48311.780.448.
- 10 Treasurer's Report for September 2015. (Dick Phebus, Director of Finance)**
- | | |
|-----------------------------|--------------|
| Adopted Budget Expenditures | \$70,251,836 |
| Year-to-date Expenditures | \$19,728,229 |
| Adopted Budget Revenues | \$70,251,836 |
| Year-to-date Revenues | \$7,092,808 |

NEW BUSINESS

- I Resolution 30-15, a resolution to delete uncollectible property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

The Shelby County Trustee and the Finance Department have determined that 9,309.13 in property taxes are uncollectible and should be deleted from the tax rolls. These taxes occurred between 2003 and 2013.

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

2 First Reading of Ordinance 15-05, an ordinance to amend Zoning Ordinance Article VI, Section 10 Parking and Storage of Certain Vehicles. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that this amendment will clarify that any trailer has to be stored behind the front grade of a house. Currently, the ordinance states that recreational trailers need to be stored behind the front grade, and this change would include all trailers.

The Planning Commission gave a favorable recommendation for this ordinance amendment.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2015 7:00 PM
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

3 First Reading of Ordinance 15-06, an ordinance to amend Zoning Ordinance Article VI, Section 12(B) Off-street parking and loading space requirements. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that this amendment would give the Planning Commission discretion in approving the number of parking spaces during site plan approval. Currently, the ordinance has broad categories of uses with specific parking ratios. With the wide variety of uses, this amendment will give the Planning Commission some discretion to determine the appropriate number of parking spaces for a specific business.

Under the current ordinance, if a business wants to change the number of designated parking spaces, it has to complete a separate request to be heard by the Board of Zoning Appeals.

Alderman Simmons asked if this change will allow for fewer obstacles for businesses. Mr. Emerick stated that upon presentation of sufficient evidence during site plan review, the Planning Commission could change the minimum number of required parking spaces, preventing the need to go before another Board with another request.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2015 7:00 PM
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Alderman Elliott asked about the estimated time frame the traffic signal at the Memphis-Arlington and Altruria intersection would be installed. Director of Engineering Rick McClanahan guessed between five and six months. He said he will give a better estimate after the pre-construction meeting.

Alderman Simmons asked with the Bartlett Road Bridge would be open. Mr. McClanahan estimated a couple of weeks, due to rain delays.

ADJOURNMENT

Meeting adjourned at 7:18 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 13, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Vice Mayor Young

FUTURE MEETINGS

Historic Preservation Commission, October 19 at 7 p.m.

BPACC Advisory Board, October 20 at 6 p.m.

Bartlett Arts Council, October 20 at 6:30 p.m.

Design Review Commission, October 20 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 22, 2015 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

Minutes Acceptance: Minutes of Oct 13, 2015 7:00 PM (MINUTES ACCEPTANCE)

- 1 Bid for two Knuckleboom trucks. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck Center at a cost of \$131,944.71 each, for a total cost of \$263,889.42. Funds are available in Account 122.48122.935.
- 2 Bid for vacuum leaf collector. (Bill Yearwood, Director of Public Works)**
Recommend accepting the sole bid from ODB Municipal Products at a cost of \$44,245.00. Funds are available in Account 122.48122.935.
- 3 Bid for a one extendable-arm compact excavator. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Williams Equipment & Supply at a cost of \$62,995.00. Funds are available in Account 122.48122.935.
- 4 Bid for citywide pest control services. (Dick Phebus, Director of Finance)**
Recommend accepting the lowest bid from NU ERA for annual pest control services in the amount of \$13,860. Funds are available in building maintenance accounts in various city departments.
- 5 Bid for semi-annual City Informational Brochures. (Debbie Gelineau, Director of Community Relations)**
Recommend accepting the lowest bid from Kelley and Associates at a cost of \$990 per 1,000 copies, plus \$14,990.92 in estimated postage. Funds are available in Accounts 110.41220.311 and 110.41220.211.
- 6 Bid for eight Ford Explorers. (Gary Rikard, Chief of Police)**
Recommend accepting the sole bid from Auto Nation Ford Memphis at a total cost of \$217,778.00. Three SUVs would be purchased from the Federal Drug Fund, Account 129.48129.935 for \$80,739.00, and five SUVs would be purchased from the Capital Fund Account 311.48311.785.30716 for \$137,039.00.
- 7 Purchase eight in-car video cameras for new police vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase eight WatchGuard in-car video cameras from WatchGuard at a total cost of \$38,560.00. WatchGuard is a sole-source provider. Funds are available in Account 311.48311.785.30716.
- 8 Purchase eight radar units for new police vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase eight Stalker dual radar units from Applied Concepts, Inc. at a total cost of \$14,760.00. This purchase would be from a State bid contract. Funds are available in Account 311.48311.785.30716.
- 9 Contract for architectural design for Bartlett Soccer Park, Dixon Brewer Park, and Deermont Park restroom improvements. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the architectural design contract with Ross Witt, PLLC in the amount of \$35,500.00. Funds are available in Account 311.48311.772.51416.

- 10 Contract for right-of-way appraisal review for Old Brownsville widening project. (Rick McClanahan, Director of Engineering)**
Request contracting with Douglas Hall to review right-of-way appraisals along Old Brownsville Road for widening project. Maximum fee will be \$10,000. Funds are available in Account 311.48311.770.422.
- 11 Contract for engineering design of a Yale Road water tower. (Rick McClanahan, Director of Engineering)**
Recommend awarding the design contract to Fisher Arnold in the amount of \$44,300. Funds are available in Account 311.48311.772.4721.
- 12 Presentation of Form CT-0253 for 2015 Series General Obligation Bonds. (Dick Phebus, Director of Finance)**
- 13 Planning Commission Report for October 2015. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Final Plan for Bartlett Logistics Planned Development resubdivision.
Item 2 - Ordinance 15-05 approved and forwarded to the Board of Mayor and Aldermen.
Item 3 - Ordinance 15-06 approved and forwarded to the Board of Mayor and Aldermen.

NEW BUSINESS

There is no New Business.

OPEN DISCUSSION

Fire Marshall Howard McNatt announced that the 35th annual Volunteer Firefighters Pancake Breakfast served more than 2,000 people and raised nearly \$15,000 for area charities.

ADJOURNMENT

Meeting adjourned at 7:05 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 13, 2015 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/27/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Ellendale Baptist Church Fall Festival.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425



3861 Broadway Rd. 38135
Address Zip Code
10/30/15 6-7:30 pm
Dates of the Event Hours of the Event
Fall Festival
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Ellendale Baptist Church
Property Owner
Ellendale Baptist Church (Josh Escue) 3861 Broadway Rd.
Special Event Permit Applicant Address of Applicant
901-386-4676 901-386-1096
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ Letter of Permission
☒ Insurance
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☒ Sign or Banner

☒ \$60.00 Special Event Fee
☒ \$4.00 Permit Issuing Fee
\$64.00 Total

Joshua Escue 9/28/15
Responsible Person Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Attachment: ELLENDALE BAPTIST CHURCH FALL FESTIVAL-2015 (1635 : Ellendale Baptist Church Fall Festival)

Special Event Checklist

Event: Fall Festival
 Location: Ellendale Baptist Church
 Dates: 10/30/15

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			X	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			X	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		X		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5			X	The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		X		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		X		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		X		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19			X	<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			X	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		X		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29		X		Name and address of the applicant.	
30		X		Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32		X		Description of the site on which the proposed event is to be held.	
33		X		Date of the proposed event.	
34		X		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35		X		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		X		Location and number of proposed temporary public toilets.	
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39			A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41			An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



CERTIFICATE OF LIABILITY INSURANCE

6.1.a

DATE (MM/DD/YYYY)

10/9/2015

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 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 Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002	CONTACT NAME: Ken Brady	
	PHONE (A/C, No, Ext): 901-867-7171	FAX (A/C, No): 901-867-8998
INSURED Ellendale Baptist Church PO Box 487 Ellendale TN 38029	E-MAIL ADDRESS: ken@callcig.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AmTrust First Non Profit Ins Co	
	INSURER B: Employers Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		NPP1006933	04/23/2015	04/23/2016	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		NCA1004130	04/23/2015	04/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	NMB1004437	04/23/2015	04/23/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☒ N / A	EIG 1311722-05	04/23/2015	04/23/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

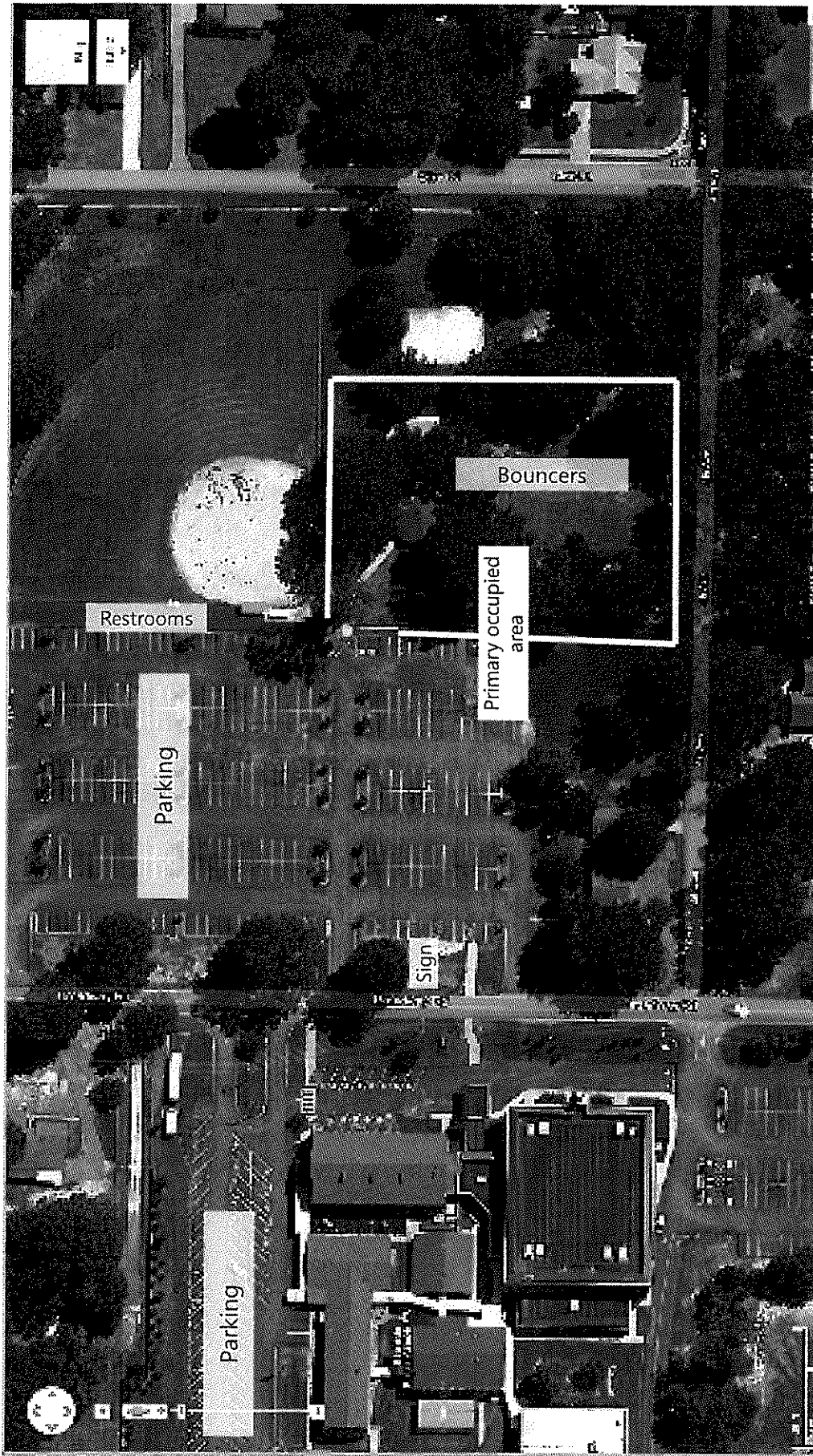
CERTIFICATE HOLDER**CANCELLATION**City of Bartlett
Bartlett TN

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

General Partner

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The "Shepherd's Field" area of Ellendale Baptist Church will be the area primarily occupied at the special event on October 30, 2015. It includes open grassy areas with a pavilion and baseball field.

Fall Festival

October 30

6:00 - 7:30 p.m.

Games

Food
Candy

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/27/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for One Less Orphan 5K.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



**APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425**

3755 NORTH GERMANTOWN ROAD 38133
Address Zip Code

SATURDAY NOVEMBER 7TH 8:00 - 10:00
Dates of the Event Hours of the Event

FUND RAISER - 5K
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

FAITH BAPTIST CHURCH
Property Owner

FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN RD
Special Event Permit Applicant Address of Applicant

901-386-4785 901-385-8983
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
N/A Letter of Permission
X Insurance
N/A Tents (Fire Retardant letter included)
X Special Event Checklist
X Map
X Sign or Banner 4.5x6

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$64.00 Total

WARREN KNABB
Responsible Person

19 OCT 2015
Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: 5K FUNDRAISER ONE LESS ORPHAN
 Location: FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN ROAD
 Dates: NOV 7 2015

Type of special event: (Check one.)

- | | |
|--|--|
| <p>☒ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☐ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
|--|--|

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

- | | |
|---|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section I of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2	✓			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8			✓	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		Hours of operation and duration. The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10		✓		In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		✓		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	✓			<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		✓		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			✓	<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		✓		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		✓		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		✓		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22	✓		Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓		X	Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			X	Location and number of proposed temporary public toilets.	
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40		X	The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) 6.2.a
10/16/2015

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.

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PRODUCER Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002		CONTACT NAME: Ken Brady PHONE (A/C, No, Ext): 901-867-7171 FAX (A/C, No): 901-867-8998 E-MAIL ADDRESS: ken@calicig.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co	
		INSURER B: Bridgefield Casualty Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38133			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			PHPK1275323	01/01/2015	01/01/2016	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 ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ COMP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ COLL	X		PHPK1275323 Comprehensive and Collision deductibles are \$1,000	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	X		PHUB485407	01/01/2015	01/01/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	196-33868	01/01/2015	01/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Run for One Less 5k Event on Saturday November 7 2015

CERTIFICATE HOLDER City of Bartlett Office of Code Enforcement 6382 Stage Rd Bartlett TN 38134	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 General Partner <i>Ken Brady</i>
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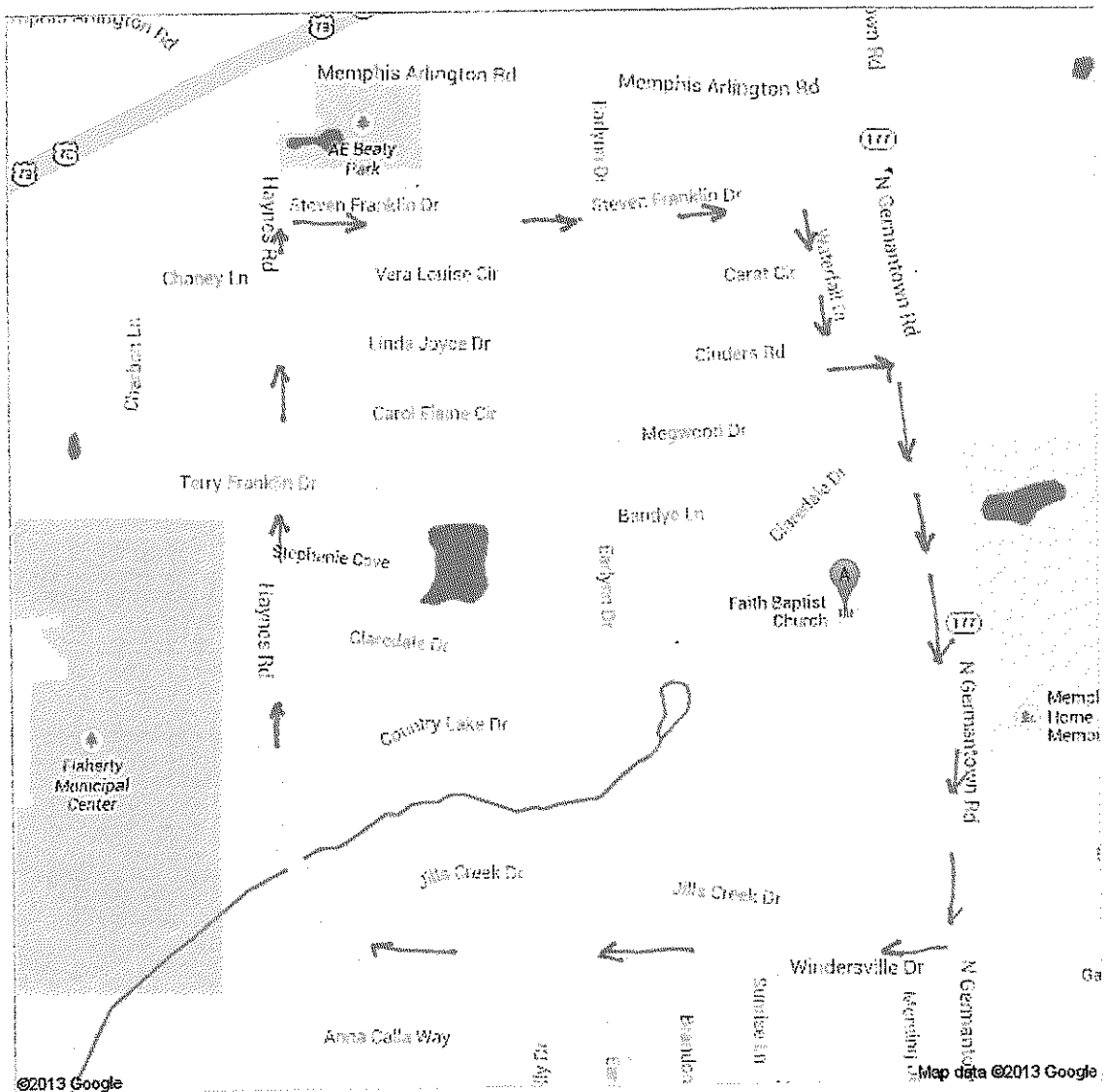
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Google

Address 3755 N Germantown Rd
Memphis, TN 38133

Run For One Less



RUN FOR ONE LESS
5K ROUTE
FAITH BAPTIST BARTLETT
9 NOVEMBER 2015

Laura Jenkins

From: Jeff Cox
Sent: Monday, October 19, 2015 6:58 PM
To: Laura Jenkins
Subject: Re: 3755 N Germantown

Yea they contacted us several months ago.

Inspector Jeff Cox

On Oct 19, 2015, at 4:46 PM, Laura Jenkins <ljenkins@cityofbartlett.org> wrote:

Good Afternoon! I have a Special Event permit for a 5k race on November 7, 2015 from Faith Baptist Church. Have you received any paperwork from them for the event?

Laura Jenkins
Bartlett Code Enforcement
6382 Stage Road
901-385-6425-office
901-385-6434-fax

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/27/15 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase ammunition for police.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0123159
Order Date: 10/12/2015

Salesperson: 0020
Customer Number: TNBART

Sold To:

City of Bartlett
P.O. Box 341148
Accounts Payable
Bartlett, TN 38133
Confirm To:

Ship To:

Bartlett Police Department
3730 Appling Road
OSCAR MAY
Bartlett, TN 38133

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FEDXM193	CASE	62.00	0.00	0.00	167.00	10,354.00
XM193F 5.56mm 55gr FMJ			Whse: 000	DropShip: N		
SPE53919	CASE	62.00	0.00	0.00	279.00	17,298.00
53919 .357Sig 125gr TMJ			Whse: 000	DropShip: N		
FEDAE9AP	CASE	2.00	0.00	0.00	199.00	398.00
AE9AP 9mm 124gr FMJ			Whse: 000	DropShip: N		
FEDP9HST1	CASE	1.00	0.00	0.00	299.00	299.00
P9HST1 9mm 124gr HST HP			Whse: 000	DropShip: N		
FEDLE132-00	CASE	6.00	0.00	0.00	119.00	714.00
LE132-00 12ga 9 Pellet 00-Buck Tactical			Whse: 000	DropShip: N		

Net Order: 29,063.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 29,063.00

Attachment: Ammunition (1637 : Departmental Ammunition Purchase)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Purchase auxiliary equipment for new fire truck.

Requesting authorization to purchase auxiliary fire equipment from Sunbelt Fire; an itemized quote is below. Sunbelt Fire, as the builder of the new fire truck, is the single source provider for the auxiliary equipment.

Sunbelt Fire	\$20,541.94

We recommend the purchase be awarded to the single source provider Sunbelt Fire for a total price of \$20,541.94.

Funds are available in Account 311.48311.785.25115.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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

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Attachment: EQUIPMENT QUOTE.pdf (1642 : Fire truck equipment purchase)



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Attachment: EQUIPMENT QUOTE.pdf (1642 : Fire truck equipment purchase)



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Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Third year water tank maintenance project.

In 2013 the bid for water tank maintenance from Utility Service Company was accepted. The Project bid was for maintenance during a 10-year period.

Please award Year Three of this project to Utility Service Company, Inc. in the amount of **\$213,200**. Also, please approve an additional **\$20,000** for possible paint testing and inspection by Mid-South Tank Consultants. Total maximum cost would be \$233,200.

Work planned for this year includes painting the standpipe on the Brunswick Road tank, outside of the tank near the fire station on Brunswick Road. The City is considering painting the inside of the tank on Woodlawn Road.

Funding is available in the Accounts 510.51051200.945 and 312.48312.790.70114.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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

BID TABULATION—ELEVATED TANK MAINTENANCE PROJECT

Item	Description	Unit	Quantity	Unit Price	Total Price
BID ITEMS FOR FY 2016 CONTRACT PERIOD JULY 1, 2015 to JUNE 30, 2016					
1	Annual Tank Inspection – No Washout	EA	4	\$ 300	\$ 1,200
2	Annual Tank Inspection – w/Washout	EA	6	\$ 1,000	\$ 6,000
3	Annual Maintenance of Coatings and Corrosion Removal and Misc. Repairs - Exterior	EA	10	\$ 500	\$ 5,000
4	Biennial - Maintenance of Coatings and Corrosion Removal – Interior Wet	EA	10	\$ 500	\$ 5,000
5C	Exterior Tank Re-Coating Tank 6(B) (Brunswick Standpipe)	EA	1	\$ 34,000	\$ 34,000
5D	Exterior Tank Re-Coating Tank 9 (Brunswick '9')	EA	1	\$ 90,000	\$ 90,000
6D	Interior Wet Surface Tank Recoating Tank 4 (Woodlawn)	EA	1	\$ 35,000	\$ 35,000
6E	Interior Wet Surface Tank Recoating Tank 6B (Brunswick Standpipe)	EA	1	\$ 36,000	\$ 36,000
8	Maintenance of FAA Obstruction Lighting	EA	4	\$ 250	\$ 1,000
BID TOTAL FY 2016					213,200
Item	Description	Unit	Quantity	Unit Price	Total Price
BID ITEMS FOR FY 2017 CONTRACT PERIOD JULY 1, 2016 to JUNE 30, 2017					
1	Annual Tank Inspection – No Washout	EA	6	\$ 300	\$ 1,800
2	Annual Tank Inspection – w/Washout	EA	4	\$ 1,000	\$ 4,000
3	Annual Maintenance of Coatings and Corrosion Removal and Misc. Repairs - Exterior	EA	10	\$ 500	\$ 5,000
4	Biennial - Maintenance of Coatings and Corrosion Removal – Interior Wet	EA	10	\$ 500	\$ 5,000
5E	Exterior Tank Re-Coating Tank 7 (Quail Ridge)	EA	1	\$ 80,000	\$ 80,000
6F	Interior Wet Surface Tank Recoating Tank 3(Hwy 70)	EA	1	\$ 34,000	\$ 34,000
8	Maintenance of FAA Obstruction Lighting	EA	4	\$ 250	\$ 1,000
BID TOTAL FY 2017					130,800
BT-2					

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/27/15 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Title search for widening of Old Brownsville Road.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for two Ford pickup trucks.

On September 24, an ad was placed in *The Daily News*. On October 8, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

AutoNation Ford **	\$48,152.11 (Ford F350)
	\$31,888.10 (Ford F250)
Sam Swope Auto Group	\$51,728.47 (Ford F350)
	NO BID SUBMITTED (Ford F250)

We recommend the bid be awarded to AutoNation Ford for a total price of \$80,040.21.

Funds are available in Account 110.43.300.935.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one street sweeper.

On September 25, 2015, an ad was placed in *The Daily News*. On October 15, 2015, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

CMI Equipment	\$137,139.00
Stewart-Amos Equipment **	\$183,970.00
Stringfellow, Bid 1	\$134,088.00
Stringfellow, Bid 2	\$210,438.00

We recommend the bid be awarded to Stewart-Amos Equipment for a price of \$183,970.00.

Funds are available in Account 311.48311.785.30716.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for traffic signal at intersection of Altruria and Memphis-Arlington Roads.

The Altruria Road Intersection at Memphis Arlington Road Traffic Signal was advertised in *The Commercial Appeal*, *Tri-State Defender*, and the *Memphis Daily News* on Thursday, September 10, 2015. The contractors that picked up Bid Documents are as follows:

DeSoto County Electric, Inc.
McCrory Electric Company
Shelby Electric Company, Inc.

On Thursday, October 1, 2015 we received three bids for the construction of the **FY2016-07-003 Altruria Road Intersection at Memphis Arlington Road Traffic Signal**. The apparent low bidder, Shelby Electric, Co. Inc. submitted a Total Base Bid of **\$255,823.10**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Design Engineer, Fisher and Arnold, and has been recommended for approval. The bids were also sent to the Tennessee Department of Transportation (TDOT) for bid concurrence, which was received on October 9, 2015. The bids were reviewed by the Consultant/Contract Review Committee, and it concluded that Shelby Electric Co., Inc. submitted the lowest and best bid. The Committee recommended the City of Bartlett award this contract to Shelby Electric Co., Inc. in the **base bid** amount of **\$255,823.10**, plus an additional amount of **\$10,000.00** for items that may need to be added during construction for a total not to exceed **\$265,823.10**. Shelby Electric Co., Inc. has performed work for the City of Bartlett on other projects. Funding is available in Account 311.48311.780.448. This project is 100 percent funded with Surface Transportation Program (STP) funds, however the City of Bartlett must pay the initial costs and submit to TDOT for reimbursement.

Bidder	Total Base Bid
DeSoto County Electric Company, Inc.	\$310,439.05
McCrory Electric Company*	\$257,749.50
Shelby Electric Company, Inc.	\$255,823.10

*McCrory Electric Company's bid form showed a total base bid of \$206,328.60, however upon review they were found to have several substantial calculation errors. Once the bids were reviewed, their total base bid was shown to be higher than Shelby Electric's, as shown above.

Fisher and Arnold completed the preliminary engineering work to bring this project to construction. As part of their original proposal in 2011 they included a price of \$19,615.00 to complete the construction engineering and inspection (CEI) as well and have offered to honor

their original proposed price. Please award Task 6 (CEI) of the attached original proposal, to Fisher and Arnold for \$19,615.00. Funds are available in account 311.48311.780.448.

A copy of the bid document (plans and bid book) is located in the Aldermen's Conference Room for review. A copy of the bid tabulation is located in the Aldermen's Conference Room for review. These documents have also been attached to this MinuteTraq file.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

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

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No.

PIN: 115526.00

County: Shelby

Federal Project No.: STP-M-4384(5)

State Project No.: 79LPLM-F3-228

Local Agency Reference No.:

Description Of Project: Altruria Road Intersection at Memphis-Arlington Road
Traffic Signal

Project Length: 400 Linear Feet

Completion Time: On or Before 180 Calendar Days

DBE Goal: 0%

By: _____

City, St.: _____

Surety: _____

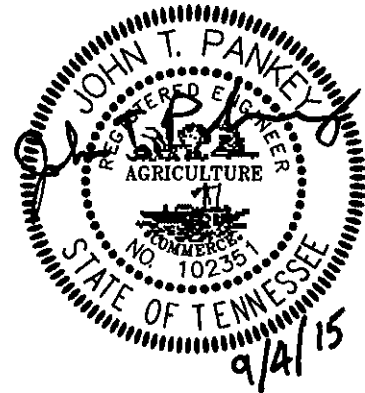
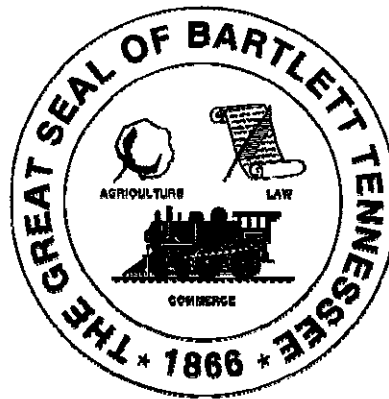
TDOT Version: 1/27/15

ALTRURIA ROAD INTERSECTION AT MEMPHIS-ARLINGTON ROAD TRAFFIC SIGNAL
 Sealed Bid #: FY2016-07-003
 Due Date: October 1, 2015

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

SB # FY2016-07-003

PIN: 115526.00

FEDERAL PROJECT NO.: STP-M-4384(5)

STATE PROJECT NO.: 79LPLM-F3-228

DUE: Thursday, October 1, no later than 2:00 p.m. (CST)

ALTRURIA ROAD INTERSECTION AT MEMPHIS-ARLINGTON ROAD TRAFFIC SIGNAL

The City of Bartlett is seeking bids to install a new traffic signal in accordance to the following bid specifications.

TABLE OF CONTENTS

Instruction to Bidders

Supplemental Specifications to The Standard Specifications	<u>Revision Date</u>
Supplemental Specification to Section 100	03/30/2015
Supplemental Specification to Section 200	05/18/2015
Supplemental Specification to Section 300	N/A
Supplemental Specification to Section 400	07/13/2015
Supplemental Specification to Section 500	05/18/2015
Supplemental Specification to Section 600	05/18/2015
Supplemental Specification to Section 700	N/A
Supplemental Specification to Section 800	N/A
Supplemental Specification to Section 900	05/18/2015

The above Supplemental Specifications, revised as noted, are incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Polk Bldg., Nashville, Tennessee or viewed on the Department's website at <http://www.tdot.state.tn.us/construction>.

Special Provisions.....Special Provision Number, Regarding:	<u>Date</u>
Employing and Contracting with Illegal Immigrants	SP102I 02/05/07
TDOT Standard Specifications for Road and Bridge Construction	SP102LC 01/01/15
Buy America Requirements	SP106A 06/20/11
Water Quality & Storm Water Permits	SP107FP 12/22/14
Specialty Items.....	SP108A 03/13/15
Highway Signs, Luminaires, and Traffic Signals	SP700SIG 02/03/07
Section 730 – Traffic Signals	SP730M 12/18/95
Video Detection For Traffic Signals.....	SP700V 07/23/01
Equal Employment Opportunity	SP1230 01/01/15
Standard Federal Equal Employment Opportunity.....	SP1231 01/01/15
Notice of Requirement for Affirmative Action to Ensure	SP1232 10/19/12
Disadvantaged Business Enterprise Participation	SP1246 11/10/08
Required Contract Provisions (Federal-Aid Construction Contracts).....	SP1273 05/01/12
Tennessee Department of Transportation Minimum Wage Scales	SP1320 01/06/15

Federal Wage Rates 01/06/2015

State Wage Rates 01/01/2015

City of Bartlett Special Conditions And Forms:

- Notice to Bidders
- Instruction to Bidders
- Contract Monitoring
- Title VI
- General Conditions
- Special Conditions
- Affidavit of Equivalent Drug Testing Program
- Bid Submittal Form
- Notice of Award

Notice to Proceed
Noncollusion Affidavit of Prime
Non-Federal Audits
Procurement
Retention and Access Requirements of Records

Proposal
Proposal Certification
Proposal Bond
Proposal Guarantee
Contract
Contract Payment and Performance Bond

ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents.

Should any omissions occur, the appropriate documents may be obtained from the Construction Division upon request.

CITY OF BARTLETT
INSTRUCTIONS TO BIDDERS
BIDS TO BE RECEIVED

October 1, 2015

Sealed bids for the construction of the following project will be received by the **CITY of BARTLETT, 6400 Stage Road, Bartlett, Tennessee** until **2:00 PM (Central Time), October 1, 2015** and opened publicly at City Hall at that hour. The reading of the bids will begin at **2:00 PM**.

Sealed bids are to be marked "**FY 2016-07-003 ALTRURIA ROAD INTERSECTION AT MEMPHIS-ARLINGTON ROAD TRAFFIC SIGNAL INSTALLATION PROJECT**". The sealed bids are to be addressed to the attention of Mayor A. Keith McDonald, City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to John Pankey at **901-748-1811** or via email to ipankey@fisherarnold.com. For general inquiries please contact Debbie Cairncross, Purchasing Agent, at 901-385-6416 or via email at dcainrcross@cityofbartlett.org. Information received from other offices of the **CITY** strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of the **CITY** that total bids, rather than unit prices, will be read. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub-totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with the **CITY**, he can withdraw it only on written request in accordance with Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

On all projects which are financed in whole or in part by funds received through Federal agencies and/or the Tennessee Department of Transportation, the awarding of contracts by the **CITY** will be subject to approval by the Tennessee Department of Transportation. The **CITY** reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid

proposal would otherwise qualify as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The **CITY** reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority and subject to TDOT concurrence, the best interest of the **CITY** will be promoted thereby.

The **CITY** reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the **CITY**.

The awarding of the contract or rejection of all proposals will be made within 60 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

The **CITY** hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The **CITY** is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a subcontractor. Each prospective bidder or subcontractor shall notify the Tennessee Department of Transportation if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the **CITY**, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the **CITY**. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance. The Tennessee Department of Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

The prequalification form can be found at the web address
<https://www.tn.gov/tdot/topic/construction-contractor-prequalification>

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the **CITY** in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the **CITY** and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the **CITY**.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the **CITY**, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This **CITY** and the Tennessee Department of Transportation are on a cash basis for sales of Plans, Proposal Contracts, Standard Specifications, Standard Drawings, Standard Drawing Books and Tabulations of Bids. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D.

The **CITY OF BARTLETT'S** consultant, Fisher Arnold, Inc., will furnish the Bid Documents, Plans and Bid Book in hard copy format. A non-refundable fee of \$50.00 must be paid per set of said documents. The check shall be made out to the **City of Bartlett**. Bid Documents will be available at Fisher Arnold, 9180 Crestwyn Hills Drive, Memphis, TN.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the **CITY**. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the **CITY**.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached

Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed. Proposals may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the **CITY** may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.

Proposals will be rejected as irregular when submitted by a bidder not licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) within twenty-one (21) days in accordance with Subsection 102.11 of the Tennessee Department of Transportation Standard Specifications

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

RETAINAGE

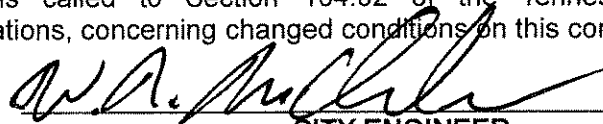
Effective for all contracts, the **CITY** will not hold retainage. In addition, the Contractor will not be able to hold retainage from the subcontractor.

SUBCONTRACTS

Your special attention is called to Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications, concerning duties of the contractor and subletting of contracts.

CHANGED CONDITIONS

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.


CITY ENGINEER

The following information applies to Federal-Aid construction projects:

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

100SS**100SS**

Sheet 1 of 1

S T A T E**O F****T E N N E S S E E**

January 1, 2015

(Rev. 1-22-15)

(Rev. 2-17-15)

(Rev. 3-30-15)

Supplemental Specifications - Section 100**of the****Standard Specifications for Road and Bridge Construction****January 1, 2015**

Subsection 102.11 (pg. 18) Add the following to the second paragraph “The Department may retain the Proposal Guaranty, not as a penalty, but as liquidated damages in the event a bidder does not have a license at the time of award.”

Subsection 104.04 (pg. 27) Add the following as the first full paragraph on page 27: “If a holiday falls on Saturday or Sunday, do not close lanes or restrict traffic from the preceding Friday at 6 am to the following Monday at 6 am.”

Subsection 105.06 (pg. 40) Replace 2nd sentence of 1st paragraph with “The contractor must attend a preconstruction conference arranged by the Engineer.”

Subsection 109.04 - C, 4 (pg. 106) Replace c. “Idle or standby cost will be not be paid for more than 8 hours in a day or 40 hours in a week” with “Idle or standby cost will not be paid for more than 8 hours in a day or 40 hours in a week”.

200SS200SS

Sheet 1 of 2

S T A T EO FT E N N E S S E E

(Rev. 5-18-15)

January 1, 2015

Supplemental Specifications - Section 200
of the
Standard Specifications for Road and Bridge Construction
January 1, 2015

Subsection 204.06 – 2 (pg.152-154), 5-18-15; Replace Tables 204.06 with the following:

1. General Use Flowable Fill

Table 204.06-2: Specification Limits for General Use Flowable Fill

Property	Specification Limit
Load Application (ASTM D6024)	24 hours maximum in any condition
Consistency	15 inches minimum tested as specified in this 204.06.B.1

Page 153

2. Excavatable Flowable Fill (EFF)

Table 204.06-3: Specification Limits for EFF

Property	Specification Limit
Air content (ASTM D6023)	Maximum 30% ⁽¹⁾
Load Application (ASTM D6024)	24 hours maximum in any condition
Consistency	15 inches minimum as tested per 204.06.B.1
Compressive strength (ASTM D4832) ⁽²⁾	30 psi minimum at 28 days
⁽¹⁾ When using air entrained mixture design	
⁽²⁾ ASTM D4832 4 x 8 inch cylinder molds may be used. The preferred capping method to be used is wetsuit neoprene restrained in rigid retainers.	

200SS200SS

Page 154

Sheet 2 of 2

3. Early Strength Flowable Fill (ESFF)

Table 204.06-4: Specification Limits for ESFF

Property	Specification Limit
Air content (ASTM D6023)	Maximum 30% ⁽¹⁾
Load Application (ASTM D6024)	6 hours maximum in any condition
Consistency	15 inches minimum as tested per 204.06.B.1
Compressive strength (ASTM D4832) ⁽²⁾	30 psi minimum at 24 hours
⁽¹⁾ When using air entrained mixture design	
⁽²⁾ ASTM D4832 4 x 8 inch cylinder molds may be used. The preferred capping method to be used is wetsuit neoprene restrained in rigid retainers.	

400SS400SS

Sheet 1 of 1

S T A T EO FT E N N E S S E E

January 1, 2015

(Rev. 5-18-15)

(Rev. 7-13-15)

Supplemental Specifications - Section 400of theStandard Specifications for Road and Bridge ConstructionJanuary 1, 2015

Subsection 407.06 (pg. 327), 7-13-15; - A. Pavers. Replace the entire first paragraph with the following: “Bituminous pavers shall be self-contained, power-propelled units provided with an activated screed, equipped to be heated, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the Plans. All screed extensions shall be full assembly extensions, including activated and heated screeds. Pavers shall include throw-back blades, reverse augers, or equivalent to place mix beneath the auger gearbox. Auger extensions shall be incorporated in a manner such that the maximum distance from the augers to the end plate shall be 18 inches. Screed extensions may extend beyond the 18-inch maximum from auger extensions only when extending for short-term temporary deviations in pavement width such as driveways. Do not use strike-off boxes, with the exception of sections with continuously varying width.” For shoulders less than 8 feet in width and similar construction, the Contractor may place materials using approved mechanical spreading equipment.

Subsection 407.20 (pg. 346) 5-18-15; Basis of Payment; B. Acceptance of Mixture; Modify the last paragraph as follows: “When the total plan quantity of any mix is less than 1000 tons, the Department will accept the mix on the basis of visual inspection and Contractor Quality Control certification. The Department may run extraction, gradation analysis, or other tests deemed necessary for acceptance purposes.”

500SS500SS

Sheet 1 of 1

S T A T EO FT E N N E S S E E

(Rev. 5-18-15)

January 1, 2015

Supplemental Specifications - Section 500**of the****Standard Specifications for Road and Bridge Construction****January 1, 2015**

Subsection 501.03 (pg. 395), 5-18-15;; 3. Mix Design Submittal, Replace the first paragraph with the following: “Instead of the above mix design submittal, a request to use an existing design may be submitted for approval provided the design has been used on a state funded project within the last six (6) months. The approval of this concrete design submittal will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these Specifications. A temporary mix design may be issued if the 7-day or 14-day compressive strengths exceed the required 28-day strengths.”

600SS600SS

Sheet 1 of 2

S T A T EO FT E N N E S S E E

(Rev. 5-18-15)

January 1, 2015

Supplemental Specifications - Section 600of theStandard Specifications for Road and Bridge ConstructionJanuary 1, 2015

Subsection 604.03 (pg. 522 and 523), 5-18-15; 2. Mix Design Submittal; Replace the first sentence of the last paragraph on page 522 with the following: Instead of the above mix design submittal, an existing design may be submitted for approval provided the design has been used on a state funded project within the last six (6) months.

600SS**600SS**

Sheet 2 of 2

Subsection 615.17 (pg. 652), 5-18-15; Table 615.17-1: Manufacturing Tolerances in Standard Sections, Replace the following:

Table 615.17-1: Manufacturing Tolerances in Standard Sections

Description	Tolerance	
	I-Sections	Box Sections
Nominal Depth	± 1/2 inch	± 1/2 inch
Nominal Width	± 1/2 inch	± 1/2 inch
Nominal Length	Computed Elastic Shortening ±1/2 inch	Computed Elastic Shortening ±1/2 inch
Variation in Straightness, inches	1/4 inch x (Total Length in feet)/10	1/4 inch x (Total Length in feet)/10
Variation in Camber, inches	Beams in any 1 span not more than: 1/8 inch x (Total Length in feet)/10	Beams in any 1 span not more than: 1/8 inch x (Total Length in feet)/10
Location of Voids	-----	Length ± 1/2 in Wall Thickness ± 1/2 in
Bearing	Full Bearing - Full Width of Beam	Full Bearing on at Least 2/3 of Width of Beam
Tendon Placement	± 1/2 inch	± 1/2 inch
Reinforcing Steel Placement	± 1/2 inch	± 1/2 inch
Reinforcing Steel Concrete Cover	± 1/2 inch	± 1/2 inch
Reinforcing Steel Splice Lengths	Minus 1-1/2 inches	Minus 1-1/2 inches

900SS900SS

Page 1 of 4

STATEOFTENNESSEE

(Rev. 5-18-15)

January 1, 2015

Supplemental Specifications - Section 900**of the****Standard Specifications for Road and Bridge Construction****January 1, 2015****Subsection 903.01 - Table 903.01-1 (pg. 920) , 5-18-15; Replace Note (1) with the following:**

“(1)If the fine aggregate is manufactured from crushed stone and if material finer than the No. 200 sieve consists of the dust of fracture, essentially free from clay or shale, this limit may be increased to 5%.

Subsection 903.05 – B. Type B Aggregate (pg. 927), 5-18-15; Replace 3. With the following:

“Do not use material having a clay content greater than 12%, as determined by hydrometer analysis performed in accordance with AASHTO T 88. Material may be used having a clay content exceeding 12% if a plasticity index-fines product does not exceed 3 when calculated by the following formula:

Subsection 903.11 (pg. 934), 5-18-15; A. Coarse Aggregate (retained on a No. 4 sieve) Replace with the following: “2. Material retained on the No. 4 sieve shall contain a maximum of 10% elongated pieces (length greater than five times the average thickness)”

Subsection 903.24 (pg. 946), 5-18-15; Modify the following, “Provide coarse aggregate consisting of crushed gravel, crushed granite, crushed slag, crushed quartzite, crushed gneiss, or crushed sandstone. Other crushed aggregate may be used provided it has the chemical, physical, and performance characteristics specified in Table 903.24-1.”

Subsection 904.01 (pg 955-956) 5-27-15; Modify the following:

“Only obtain asphalt cement for use on Department projects from Certified Asphalt Cement Suppliers that have an approved Quality Control Plan in accordance with the Department’s Standard Operating Procedures.

Asphalt cement shall conform to AASHTO M 320 and Department procedures. Direct Tension testing is not required.

900SS**900SS**

Page 2 of 4

Instead of PG 64-22, the Contractor may use asphalt cement graded to PG 67-22. PG 67-22 shall conform to the requirements of AASHTO M 320 when the applicable tests are conducted at 67 °C and -12 °C, and the dynamic shear of the rolling thin film, pressure aged vessel sample is tested at 26.5 °C.

To modify the asphalt cement high-temperature grade properties, properly blend styrene butadiene (SB), styrene butadiene styrene (SBS), or styrene butadiene rubber (SBR) to a PG 64-22 or PG 67-22 base asphalt.

In addition to the above requirements, asphalt cements shall meet the requirements specified in Table 904.01-1.

Table 904.01-1: Requirements for Asphalt Cement

Property*	PG 64-22, PG 67-22	PG 70-22	PG 76-22	PG 82-22
Non-recoverable creep compliance at 3.2kPa, Jnr(3.2), kPa ⁻¹ at 64°C, Max	4.5	1.0	0.5	0.5
% Difference in Non-Recoverable Creep Compliance, Jnr(diff) at 64°C, %, Max	75	75	75	75

* Tested in accordance with AASHTO T350.

All modified grades shall meet the requirements for Indication of Elastic response as defined in Appendix X1 of AASHTO M332.

Furnish a certification to the Engineer on each project stating that the asphalt cement provided meets the Department's specification. Ensure that quality control and compliance testing are completed in accordance with the asphalt supplier's approved quality control plan and Department procedures.

In addition, the asphalt cement supplier shall provide a temperature-viscosity curve for PG 64-22 and PG 67-22 asphalt cements with a recommended mixing temperature range. In order to develop a temperature-viscosity curve, it may be necessary to run the viscosity test at a higher temperature, based on the softening point of the modified asphalt cement.

Subsection 904.03 (pg.954), 5-18-15; Replace with the following:

Subsection 904.03, Table 904.03-1(c). Modify as follows for TTT-1:

900SS**900SS**

Page 3 of 4

Table 904.03-1(c): Test Requirements for Emulsified Asphalt

Practices	AASHTO Test Method	CRS-2P	RS-2	RS-1	TTT-1	TTT-2
Saybolt-Furol Viscosity @ 77 °F, seconds	T59	n/a	n/a	20-100	20-100	10-100
Saybolt-Furol Viscosity @ 122 °F, seconds	T59	100-400	75-400	n/a	n/a	n/a
Storage Stability Test, 24- h, %	T59	1 Max	1 Max	1 Max	1 Max	1 Max
5-day Settlement, %	T59	n/a	n/a	n/a	n/a	n/a
Particle Charge	T59	Positive	n/a	n/a	n/a	Positive
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max	0.1 Max
Residue by	T59	<i>Evaporation</i>	Distillation	Distillation	Distillation	Distillation ⁽¹⁾
Residue, %	T59	65 Min	63 Min	55 Min	50 Min	50 Min
Demulsibility, %	T59	40 Min	60 Min	60 Min	n/a	n/a
Distillate, %	T59	n/a	n/a	n/a	n/a	n/a
Oil Test, %	T59	n/a	n/a	n/a	n/a	n/a
Stone Coating	T59	n/a	n/a	n/a	n/a	n/a
Float Test, seconds	T50	n/a	n/a	n/a	n/a	n/a
Penetration	T49	75-175	100-200	100-200	0-20	40-90
Elastic Recovery, % ⁽²⁾	T301	50 Min	n/a	n/a	n/a	n/a
Ductility @ 77 °F, cm	T51	40 Min	40 Min	40 Min	n/a	n/a
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a	n/a
R&B Softening Point, °F	T53	125 Min	n/a	n/a	60-75	n/a
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	1.0 Min	n/a

⁽¹⁾ Distill at 350 °F⁽²⁾ Straight-sided mold, 20-cm elongation, 5min hold, 25 °C

Subsection 908.04 (pg. 968) , 5-26-15, High Strength Bolts, A. Specifications; Add the following to the first paragraph:

“Unless otherwise shown on the Plans, mechanically galvanize all bolts, nuts and washers in accordance with ASTM B695 Class 50.”

Subsection 921.01 (pg. 1049), 5-18-15, Water; Replace with the following:

900SS**900SS**

Page 4 of 4

For mixing concrete, use water that is reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable matter, and other substances injurious to the finished product. Water provided by a municipal utility may be used without testing.

All other water shall have quality results submitted in accordance with the frequency listed in Table 921.01-01. All water quality results shall adhere to Table 921.01-2.

Table 921.01-1 Testing Frequency for Mixing Water

Water Source	Testing Frequency ⁽¹⁾
Municipal	NA
Non-Municipal	Every 3 months; tested annually after 4 consecutive passing tests

(1) The frequency may vary at the discretion of the Department.

Table 921.01-2 Quality Requirements for Mixing Water

Maximum Concentration in Mixing Water	Limits	ASTM Test Method ⁽¹⁾
Chloride Ion Content, ppm	500	C114
Alkalies as (NaO2 + 0.658 K2O), ppm	600	C114
Sulfates as SO4, ppm	3000	C114
Total Solids by mass, ppm	50000	C1603
pH	4.5-8.5	(2)
Resistivity, Minimum, kohm-cm	0.500	D1125
Soluble Carbon Dioxide, ppm	600	D513
Calcium and Magnesium, ppm	400	D511
Iron, ppm	20	(2)
Phosphate, ppm	100	D4327

(1) Other methods (EPA or those used by water testing companies) are generally acceptable.

(2) No ASTM method available.

SP102ISP102I

Page 1 of 2

S T A T EO FT E N N E S S E E

January 1, 2015 |

REV: 2/5/07 |

SPECIAL PROVISION**REGARDING****EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS**

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of Governor's Executive Order #41, An Order Regarding Compliance with Federal and State Laws Related to Employing and Contracting with Illegal Immigrants, and the requirements of Public Acts of 2006, Chapter Number 878 of the State of Tennessee (codified at *Tennessee Code Annotated*, Title 12, Chapter 4, Part 1).

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.
3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and

SP102I**SP102I**

Page 2 of 2

Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, “illegal immigrant” shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

Compliance and non-compliance procedures will be as specified in the Tennessee Department of Finance and Administration’s Policy on “Ensuring Compliance with Federal Immigration Laws by State Contractors and Subcontractors”.

SP106ASP106A

Page 1 of 2

STATEOFTENNESSEE

(Rev. 6-19-95)

(Rev. 6-1-04)

(Rev. 06-20-2011)

January 1, 2015

SPECIAL PROVISION**REGARDING****BUY AMERICA REQUIREMENTS**

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel

SP106A**SP106A**

Page 2 of 2

not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work, the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

SP107FP**SP107FP**

Sheet 1 of 4

S T A T E**O F****T E N N E S S E E**

January 1, 2015

Rev. 11-22-11

Rev. 02-13-12

Rev. 12-22-14

SPECIAL PROVISION**REGARDING****WATER QUALITY AND STORM WATER PERMITS****Scope**

The conditions of this Special Provision apply to all construction on this project pursuant to the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. §1344), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323; and
2. The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et seq.) and all implementing regulations, including without limitation the Rules of the Tennessee Department of Environment and Conservation governing NPDES permits in Chapter 1200-4-10, and Aquatic Resource Alteration permits in Chapter 1200-4-7; and
3. Section 26a of the TVA Act of 1933 as amended (49 Stat. 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 C.F.R., Part 1304; and
4. The Tennessee Wildlife Resources Agency Reelfoot Lake Watershed Management permit program (T.C.A. section 70-5-1.), and all implementing regulations, including without limitation regulations authorizing any activity, practice, or project which has or is likely to have the effect of diverting surface or subsurface water from the Lake or have the effect of draining or otherwise removing water from Reelfoot Lake; and
5. Coast Guard Bridge Permit (USCG) (Section 9 of the Rivers and Harbors Appropriation Act of 1899) and all implementing regulations, including but not without limitation for projects which impact streams deemed navigable by the U.S. Coast Guard.

Responsibility

It is understood and agreed that the Contractor assumes all responsibilities of the permittee as indicated in the permit that relates to protection of the "waters of the United States" and/or "waters of the State of Tennessee."

It is also understood and agreed that the Contractor shall be responsible for obtaining any additional permits required by the Contractor's method of construction, including without

SP107FP**SP107FP**

Sheet 2 of 4

limitation haul roads, temporary channels or temporary ditches, or off-site waste and/or borrow areas.

It is also understood that the Contractor shall be responsible for implementing the provisions of the Water Quality (including, but not limited to, TDEC ARAP, USACE 404, TVA Section 26a, Coast Guard, TWRA) and Storm Water [including, but not limited to, National Pollution Discharge Elimination System (NPDES), Statewide Stormwater Management Plan (SSWMP)] Permits and requirements that pertain to construction activities.

The Contractor by signing this contract is indicating that the Contractor has reviewed a copy of the permit provisions, including NPDES Permit provisions at <http://www.tdot.state.tn.us/construction/permits/npdes.pdf>, the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and finds the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

It is also understood that the Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted to TDEC by the TDOT Regional Construction Supervisor. The NOT is a certification that the construction project site is permanently stabilized and that all construction related discharges have ceased. This means that the use of EPSC measures to alleviate concerns of surface erosion and transport of sediment to surface water conveyances or to waters of the state is no longer necessary. Furthermore, it means that permanent controls, hard surfaces and/or vegetation, employed at the site are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

It is also understood that the Contractor shall not be released from any warranty provided for EPSC plantings, including sod and trees. If the entire project is complete as outlined in **Subsection 105.15** of the **Standard Specifications**, the Contractor shall be required to supply a performance bond as outlined in **Subsection 802.15** of the **Standard Specifications** to cover any warranty for EPSC plantings.

NPDES Permit Required Action

The Contractor (or their representative) shall accompany the EPSC inspector (TDOT personnel or TDOT hired consultant) on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams as well as attend all QA/QC Project Assessments.

EPSC Inspections shall be conducted as required in the most current TN Construction General Permit.

EPSC inspections shall be performed on the schedule established in the TN Construction General Permit until the site is permanently stabilized to determine if the permit requirements are being met. Where sites or portion(s) of construction sites have been temporarily stabilized, or runoff is unlikely due to winter conditions (e.g. site covered with snow or ice), such inspection only has to be conducted once per month until thawing or precipitation results in runoff or construction activity resumes. Written notification of the intent to change the inspection frequency and the justification for such request must be submitted to the TDOT Project Supervisor and the TDEC Central Office before proceeding.

An individual representing the Contractor, who holds a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification shall accompany the EPSC inspector on all required EPSC inspections. The Contractors project supervisor(s) shall also hold

SP107FP**SP107FP**

Sheet 3 of 4

a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*” certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT Project Supervisor prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required TDOT EPSC Inspection Report form (provided in the SWPPP). The Contractor (or their representative) shall sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that he is in agreement with the report, recommendations and repair schedule as stated within the documentation.

Additionally, the Contractor shall make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within twenty-four (24) hours after an inspection identifies the maintenance or repair need, and/or when directed to do so by the TDOT Project Supervisor, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented and provided to the TDOT Project Supervisor, via the inspection report, and be accompanied by an expected repair schedule based on forecasted weather conditions.

The Contractor further agrees that he will execute two (2) copies of the Notice of Intent (NOI) form of the permit (provided by the Department), indicating his acceptance of the stipulations contained therein. The Contractor further agrees, that should he fail to execute said copies and return them to the TDOT Construction Division within ten (10) calendar days after submittal of the contract proposal to him, that the Department may at its discretion cancel the award with the Contractor forfeiting his bid bond.

Further, the Contractor agrees to review the site specific Stormwater Pollution Prevention Plan (SWPPP) that will be made available prior to or at the pre-construction conference, for any additional EPSC requirements. The Contractor shall sign and submit two copies of the SWPPP signature page (provided by the Department within the site specific SWPPP). The Contractor may submit for review and approval changes/revisions to the SWPPP to better prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals does not relieve the contractor of any liability for appropriate Best Management Practices (BMPs).

If at any time during this contract, the requirements for the Water Quality Permits and/or the Storm Water Permits for Construction Related Activities are changed/revised/updated, the Contractor shall be notified in writing by the Department of such requirements. The Contractor shall comply with the new requirements within thirty (30) days of the Department notification.

If at any time the Contractor becomes aware that sedimentation is occurring or has occurred in streams impacted by the specified project, the Contractor shall immediately notify the TDOT Project Supervisor to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. The Contractor shall immediately repair or replace defective EPSC measures, and install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. Once a remediation plan is provided by the Department, the Contractor shall, within twenty-four (24) hours after notification, begin the remediation as required. Based on the cause of sedimentation, the Department will determine if the cost of remediation will be performed at the Contractor’s expense.

Failure to Comply

In the event a Notice of Violation (NOV) or Order pursuant to the Tennessee Water Quality Control Act or the Federal Clean Water Act is issued on this project, any and all fines will be the

SP107FP**SP107FP**

Sheet 4 of 4

sole responsibility of the Contractor as outlined in **Subsection 107.01** of the **Standard Specifications for Road and Bridge Construction**.

Failure of the Contractor to comply with this Special Provision or take immediate corrective actions required within twenty-four (24) hours (unless documented conditions make a particular maintenance or repair activity impracticable immediately) shall be reason for the TDOT Project Supervisor to suspend all other work on the Project, except erosion prevention and sediment control (EPSC) and traffic control, applying non-refundable deductions of monies from the Contract per calendar day from monies due to the Contractor for any EPSC work on the Project. This deduction can be made for each location, as determined by the TDOT Project Supervisor, for each calendar day that the deficiency is allowed to remain and charged as item description "*Failure to Comply with Permit Deduction*". A deduction shall be made from monies due the Contractor, not as a penalty, but as liquidated damages, as indicated in **Subsection 108.07** of the **Standard Specifications for Road and Bridge Construction January 1, 2015**, as amended.

If the Contractor does not make necessary corrections/adjustments in a timely manner as required above, the Department will implement the provisions of **Subsection 209.07 and Subsection 109.08** of the **Standard Specifications for Road and Bridge Construction** that provides for the Department making repairs and recovering the costs thereof from the Contractor.

The Department will not participate in any payment or reimbursement for fines and will not authorize time extensions due to delays in project progress for work stoppage, to remedy the violations stated within the NOV, required by the TDOT Project Supervisor as stated in **Subsection 105.01** of the **Standard Specifications for Road and Bridge Construction**.

SP108A**SP108A**

Sheet 1 of 1

STATE**OF****TENNESSEE**

May 13, 2015
Project No.: STP-M-4384(5)
& 79LPLM-F3-228
County: Shelby

SPECIAL PROVISION**REGARDING****“SPECIALTY ITEMS”**

In accordance with the provisions of Subsection 108.01, *Standard Specifications for Road and Bridge Construction*, 2015, all construction items included in the following described work are hereby designated as “Specialty Items”:

Items 712 – Traffic Control Items

Items 713 – Signing Items

Items 716 – Pavement Marking Items

Items 730 – Traffic Signal Items

Items 803-01 - Sodding

SP700SIG**SP700SIG**

Sheet 1 of 2

STATE**OF****TENNESSEE**

(Rev. 02-03-07)

January 1, 2015

SPECIAL PROVISION**REGARDING****HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS****Scope:**

The design requirements of this Special Provision shall apply to Section 713-Highway Signing, Section 714-Roadway and Structure Lighting, and Section 730-Traffic Signals of the Standard Specifications for Road and Bridge Construction, January 1, 2015

Description:

The design of the supports for overhead sign bridges, cantilever and butterfly configurations, high mast lighting, luminaires and traffic signals shall be in accordance with the American Association of Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, current edition, with addenda.

General Conditions:

All overhead sign bridge, cantilever and butterfly sign structures, traffic signal mast arm structures and high mast light poles, as well as any luminaire poles 90-ft or greater in height, shall be designed using the Fatigue Category 1 provisions found in the subject specifications except that, design for galloping-induced fatigue, is excluded. Fatigue designs are not required for luminaire poles less than 90-ft in height, span-wire poles or roadside sign poles.

In lieu of designing for galloping-induced fatigue in mast arm pole assemblies, a 60-inch by 16-inch by 0.125 gauge aluminum or galvanized steel panel shall be installed near the end of the mast arm with the long axis of the panel collinear with the long axis of the mast. The panel shall be mounted at such a height as to provide a least a 6-inch clearance from the top of the signal assembly or sign blank located on the mast arm within the length of the anti-galloping panel. The panel and attachment hardware shall be shown on the shop drawings, and is considered an item included in the price bid for the mast arm assembly.

SP700SIG**SP700SIG**

Sheet 2 of 2

Additionally, all mast arm connections to the support pole shall be accomplished using a wrap-around ring stiffener assembly.

The following design coordinating instructions are as follows:

- The Basic Wind Speed shall be 90 mph.
- The Design Life/Recurrence Interval shall be 50-years.
- The speed for calculating Truck-induced gust loads shall be 65 mph.

SP730MSP730M

Page 1 of 19

STATEOFTENNESSEE

(Rev. 12-18-1995)

January 1, 2015

SPECIAL PROVISIONREGARDINGSECTION 730 – TRAFFIC SIGNALS

Delete Subsection 730.05 and add the following:

730.05-Working Drawings. The contractor shall provide detailed technical circuit description and circuit schematic information applicable to the operation and maintenance of the controller and associated auxiliary equipment. Cabinet wiring diagrams with interconnection details, schematics, and maintenance techniques shall be furnished. Information in manual form shall include a materials guide which shall contain the replacement part numbers and description of all components used. All solid-state devices shall be listed by their generic name or in lieu of this, a complete cross-index from manufacturers' numbers to generic number shall be provided and shall be identified on all printed circuit boards or other mounting locations. Parts lists shall be itemized with the respective chassis, module, or circuit wherein parts may be found. A total listing of parts without grouping shall not be acceptable. Schematic circuit drawings shall be furnished that are slow to fade when exposed to sunlight over long periods of time. A developed and fixed printing process, or one of the forms of printing by actual ink transfer, will be acceptable.

Two (2) copies of all the above information shall be provided with the controllers. In addition, three (3) copies of a cabinet wiring diagram, including all auxiliary equipment, shall be supplied with each controller unit. A clear, resealable plastic envelope shall be attached with screws to the inside of each cabinet door for storage of the cabinet wiring prints. This envelope shall be mounted so as to avoid restriction of the circulation of air into and out of the cabinet.

Delete Subsection 730.07 and add the following:

730.07-Training. The Contractor shall provide (with manufacturer personnel), as part of the contract of the signals, a minimum of twenty-four (24) hours of classroom and laboratory instruction on the operation and maintenance of each separate type of controller supplied for three (3) City of Memphis technicians. Instructions shall be on a highly technical level, describing the design and operation of electronic circuitry in great detail as well as demonstrating troubleshooting and repair techniques. The rudiments of dial systems and basic solid-state theory are below the level of the instruction required by this specification. This instruction shall begin at a time requested by the City and approved by the Engineer, and shall be conducted at facilities provided by the Contractor.

Add the following to Subsection 730.16:

Cable Hangers

All cable and conductors running in a pole shall be hung with a strain relief hanger-gripper from the "J" hook in the top of the pole before leaving or after entering the pole through a weatherhead, entering a Mast arm, signal head, push button, or controller cabinet. Cable(s) entering or leaving via the pole foundation shall be hung in a strain relief hanger-gripper if the cable(s) rises more than 2.5 meters (8 feet) above the foundation. The cable and conductors shall be in one or more hanger-grippers with the gripper distributing the weight over a minimum of 300 millimeters(one foot).

Entry Bushings

All entry or exit points through field-drilled holes in poles, pedestals, or mast arms at the point of attachment of vehicle or pedestrian heads shall be tapped and shall have a threaded PVC stub extending 50 millimeters (2 inches) beyond the outside surface to protect the cable and conductors from sharp edges or corners and to maintain cable alignment, in conformance with the Plans.

Delete Subsection 730.19 and substitute the following:

The sealant is intended to protect the detector loop wire against ambient environment and roadway conditions.

General:

1. The sealant shall be a one-part electrometric compound requiring no mixing, measuring or application of heat prior or during its installation.
2. The sealant must provide compressive yield strength to withstand normal vehicular traffic as well as sufficient flexibility to withstand normal movement in asphalt and concrete road pavement.
3. The sealant shall have flow characteristics which insure complete encapsulation of the wires.
4. The sealant shall not run out of the detector saw-cut in sloped areas during or after application.
5. The sealant shall enable vehicular traffic to pass over the properly filled saw-cut immediately after installation.
6. The cured sealant shall be landfill disposable in accordance with environmental protection agency requirements.
7. The sealant shall have the following physical properties:

SP730M**SP730M**

Page 3 of 19

Physical Properties of the Uncured (wet) Encapsulant

Property	Requirement	Test Procedure	ASTM Reference
a. Weight	1.2-1.27 kg/l (10.0-10.6 lbs/gal)	Kilograms/Liter (Weight/gallon)	D 1875
b. Total solids by Weight	75% min.	Determination of non-volatile content	D 2834
c. Viscosity	5,000-85,000 cps	Viscosity	D 1048B
d. Drying Time	Touch: 24 hrs. max.	Tack-Free Time	D 1640
e. Non-Flow	70% min.	Retention Test	---

Physical Properties of the Cured Encapsulant

Property	Requirement	Test Procedure	ASTM Reference
a. Hardness (Indentation)	60-85	Rex hardness	D 2240
b. Tensile Strength	5515 kPa min. (800 psi min.)	Tensile and Elongation	D 412A
c. Elongation at Break	400-700%	Tensile and Elongation	D 412A

Delete Subsection 730.24 and add the following:

730.24-Signal Heads. The Contractor shall provide and install vehicle and pedestrian signals as shown on the Plans. Each signal face shall consist of one or more signal sections, each containing an optical unit, lens, main housing, door and visor and designed and constructed so as to fit rigidly and securely together, one above the other to present a clean appearance and provide a weathertight enclosure for the optical and electrical equipment. These signal heads shall meet the requirements of the latest Institute of Transportation Engineers Standards for "Adjustable Face Vehicle Traffic Control Signal Heads," the "Adjustable Face Pedestrian Signal Head Standard," the National Electrical Code, and the Manual on Uniform Traffic Control Devices where applicable. Each signal head assembly shall be supplied complete with an incandescent traffic signal lamp bulb and ready for operation with the connection of field wiring. Signal heads shall be covered or "bagged" on installation until all work at the intersection has been completed, tested, accepted, and the signal turned on for traffic. At the time of turn-on of the signal, any old signals shall be covered or immediately removed.

Materials

The housing and door of each signal section shall be fabricated from corrosion-resistant U.V. stabilized Polycarbonate resin material. The moldings shall be a minimum of 2.3 millimeters (0.090 inches) thick and be ribbed for additional strength at point of high stress. Additional thickness shall be provided as necessary to eliminate light transmission through the housing, door, visor, or backplate.

Visors and backplates shall be fabricated from corrosion-resistant U.V. stabilized Polycarbonate resin material. Visors shall have a 2.5 millimeters (0.100-inch) minimum thickness. Backplates shall have a 3.2 millimeters (0.125-inch) minimum thickness.

Construction

Wiring. Signal head leads shall be 0.82 square millimeter (No. 18 AWG) stranded with 105 degrees C Thermoplastic insulation. A separate white (common) lead shall be wired to each socket shell; and a colored lead, corresponding to the color code specified in the Plans, shall be wired to each socket terminal. Leads shall be of sufficient length to allow connection to the terminal block specified herein. Each complete signal head shall be provided with a minimum 4-point terminal block, properly mounted in a signal section. Stud type terminal blocks shall have not less than 6 millimeters (1/4") edge clearance to any portion of the stud. Exterior wiring shall have a 360 degree drip loop in advance of entering the head.

Housing. The housing of each section shall be a one-piece, corrosion-resistant, Polycarbonate resin molding with integral sides; top and bottom; free of voids, cracks, inclusions, or blow holes; and furnished with provisions for mounting of a backplate. The top and bottom of the housing shall have an opening 50 millimeters (2-inches) in diameter to accommodate standard 38 millimeter (1-1/2 inch) pipe, with no other opening in the top or bottom of the housing. Individual signal sections shall be fastened together, one above the other into a complete signal face, by means of plated nuts, bolts, and washers in such a manner that any section may be rotated about a vertical axis and positioned at an angle with respect to an adjacent section. The opening hub shall have 72 circumferential serrations to secure each section in its orientation, adjustable in 5-degree increments, and prevent its inadvertent rotation. A six-position labeled barrier terminal block shall be provided in each signal face for the purpose of field connections. The barrier terminal shall be installed in the circular yellow or yellow arrow section of each signal face. If the face has neither of these sections, the terminal block shall be installed in the uppermost section of the head. There shall be provisions for the attachment of a 6 millimeters (1/4-inch) tether line to the bottom of each span wire-mounted signal head employing a wire rope clip (Crosby #G450, Oliver #9072, Chance #6480 or equal) attached to the pinnacle. A pinnacle shall be provided to close all 50 millimeter (2-inch) openings in each housing which will not otherwise be sealed from the weather when installed with the specified mounting hardware.

Door. The housing door of each signal section shall be a one-piece, corrosion-resistant Polycarbonate resin molding; free of voids, cracks, inclusions, or blow holes. The outer

face of the door shall have four (4) holes equally spaced about the circumference of the lens opening to accommodate the secure mounting of the signal head tunnel visor. The visor shall fit flush against the door, and no light shall leak between the door and the visor. Two stainless-steel hinge pins shall attach the door to the housing, one in the upper left corner and one in the lower left corner of the door. Two stainless-steel wing nuts or screws, one in the upper right corner and one in the lower right corner of the door, shall be used for opening the door and closing it tight against the housing. The wing screws or nuts shall be installed to prevent their accidental removal or falling out. The removal of the hinge pins and the operation of the wing nuts or screws shall not require the use of tools.

Optical System. The optical system shall consist of a lens, reflector, and lamp socket. The system shall be designed to minimize sun phantom and eliminate light spillover. Prefocused, incandescent lamps shall be the light source for all signals. Signal lamps for 200 millimeter (8 inch) lenses shall be clear, 595 rated initial lumen output, with a minimum life of 6,000 hours. Signal lamps for 300 millimeter (12 inch) lenses shall be clear, 1750 rated initial lumen output, with a minimum life of 6,000 hours. All vehicle signal lenses shall be glass and shall conform to the latest standards of the Institute of Transportation Engineers and American National Standards Institute optical specification. All reflectors shall be of ALZAK aluminum construction. The lamp socket shall be of Bakelite construction. Lamp replacement shall be accomplished without the use of tool or the removal of the lens or reflector. The socket shall be fixed-focus and permit its rotation a full 360 degrees to any position to orient bulb filament openings. The socket shall be securely held in the reflector so as not to loosen, rotate, or fall out under vibration of traffic and wind movement of the signal head. The lamp socket shall be provided with two coded 0.82 square millimeter (#18 AWG) copper wire leads. The leads shall be fitted with insulated spade wire terminals and be of sufficient length to make field connections at the barrier terminal block.

The vehicular and pedestrian signal lens, signal lamp socket, and reflector shall form a sealed module with molded neoprene gaskets holding the sealed optical module securely in the signal door. The gasket shall provide a seal to prevent moisture, dust, and road film contamination from entering the optical module and the signal housing.

Visors. Each signal door shall be fitted with a corrosion-resistant Polycarbonate resin tunnel visor. 200 millimeter (eight-inch) signals shall have visors a minimum of 175 millimeters (7-inches) long; 300 millimeter (12-inch) signals shall have visors a minimum of 240 millimeters (9-1/2 inches) long. The visor shall be flat black inside and outside. The visors shall be attached to the door at four equally spaced locations with four plated screws or four bayonet-type self-locking tabs integrally formed with the visor. The visor shall be preformed into a fixed cylindrical shape of the proper diameter to be installed around the lens.

Directional Louvers. Where shown on the Plans, louvers shall be furnished and installed in the hoods of the signal head sections designated. Directional louvers shall be so constructed as to have a snug fit in the signal hoods. The outside cylinder and vanes shall be constructed of a non-ferrous metal or galvanized sheet

steel. Louvers shall be painted with two coats of black enamel as specified in these specifications.

Backplate. Each signal head assembly, so required by the Plans, shall be equipped with a backplate with a minimum width of 125 millimeters (5-inches) with rounded corners. Stainless-steel screws shall be provided for mounting to the signal housing. The backplate shall consist of one or more pieces fabricated from corrosion-resistant, flat Polycarbonate resin material colored flat black front and back.

Legends. Pedestrian heads shall be fitted with lenses that, when illuminated, shall provide a Portland Orange "DONT WALK" in the top section and a Lunar White "WALK" in the bottom section, all conforming to the I.T.E. Standard for "Adjustable Face Pedestrian Signal Heads." The remainder of the lens shall be black and opaque. When not illuminated, the legends shall not be distinguishable.

Traffic signal lenses shall be circular, red, yellow, or green in color and 200 or 300 millimeter (8-inch or 12-inch) nominal diameter, as specified. No legend shall be permitted. Arrow lenses shall be circular, 300 millimeters (12-inches) in diameter, green or yellow in color, and be opaque except for the arrow legend. If an arrow lens is only applicable for one orientation; i.e., left, straight, or right, this information shall be indicated in a permanent and appropriate manner on the lens but without impairing the optical properties of the lens.

Mounting Hardware. Spanwire suspension fitting with cable entrance shall be a one piece malleable iron casting, minimum wall thickness 5 millimeters (3/16-inch), and free of flash and voids. The cable entrance shall have a plastic bushing with a minimum inside diameter of 32 millimeters (1-1/4 inches). The suspension fitting shall provide six separate, clevis pin positions for balancing the signal assembly. The thickness of the solid casting in this suspension area shall be a minimum of 16 millimeters (5/8-inch). A hex head threaded malleable iron lock nipple shall be provided for attaching the signal head to the bottom of the suspension fitting for one-face signals or to the top bracket of multiface signal brackets.

The mounting hardware for each signal face shall include a nylon, serrated, 72-tooth lock ring with full locking pins and a circular neoprene gasket for weather sealing.

All openings in signal heads, top or bottom which are not otherwise utilized for signal mounting, shall be closed with a hex ornamental pinnacle assembly complete with circular neoprene gasket and malleable iron hex lock nut. No conduit lock nuts are permitted.

Spanwire Suspension Clamp Assembly, where required, shall consist of a galvanized, malleable iron spanwire clevis saddle, 16 millimeters (5/8-inch) diameter plated steel clevis pin with cotter key, two 13 millimeters (1/2-inch) plated steel "U" bolts with nuts and washers (no "J" bolts are permitted), and a galvanized malleable iron cable locking bar, all fitted to the diameter of the guy span as specified in the Plans. Galvanizing to meet ASTM A 153.

Balance Adjustor required for each spanwire suspended signal head shall be supplied with a malleable iron balance adjustor complete with steel I-bolt and steel clevis pin with

SP730M**SP730M**

Page 7 of 19

cotter key to be installed between the spanwire suspension clamp and the suspension fitting with cable entrance.

Brackets, where required, shall consist of a malleable iron center outlet body, schedule 40 pipe, elbows, serrated fittings, and other hardware as required to provide a multiface signal head assembly with internal wiring raceways to each face as specified.

Spanwire Bottom Bracket, where required, shall consist of 65 x 3 millimeter (2-5/8" x 1/8") steel brace with an arm fitted with a pinnacle, neoprene washer, and malleable iron hex lock nut for each signal face to be accommodated (conduit lock nuts not acceptable). An attachment fitting for 6 millimeter (1/4-inch) tetherwire shall be mounted at the center of the bracket.

Polycarbonate Side of Pole Bracket, where required, shall be one-piece molding with internal wiring raceway for banding or lag screw attachment to steel or wood poles. Brackets shall be designed to withstand 160 km per hour (100 mph) wind loading on it and the signal head. Each bracket shall have an integrally molded 72-tooth serrated ring for signal head positioning and come complete with 38 millimeter (1-1/2 inch) nipple, hex lock nut, pinnacle, neoprene washer, and one 1/4-inch interlocking shim for plumbing signals.

Elevator Plumbizer, where required, shall be malleable iron or bronze alloy for mast arm installation, with internal wire raceway, sized to fit a 38 millimeter (1-1/2 inch) tenon, complete with three set screws and one through bolt with nuts and lock washer, complete with serrations to lock signal position to be installed between the red and yellow signal sections.

Slip Fitter Collar, where required, for top post mounting shall be malleable iron, including one vertical 38 millimeter (1-1/2 inch) nipple with hex lock nut; two 38 millimeter (1-1/2 inch) threaded horizontal entrances; and three set screws for attachment to the post. All horizontal entrances not used for attaching signal brackets shall be closed with a pinnacle and neoprene washer.

Color, Finish, and Painting

Polycarbonate resin hardware shall have color impregnated throughout the material. The finish shall be smooth and unflawed. Signal head parts shall be colored as follows:

a. Vehicle Head:

Housing - Federal Yellow
 Door - Flat Black
 Tunnel Visor - Flat Black inside and out
 Backplate - Flat Black front and back
 Pole Bracket - Federal Yellow

b. Pedestrian Head:

Housing - Federal Yellow

Door - Black

Tunnel Visor - Flat Black inside and out

Pole Bracket - Federal Yellow

All metal hardware, except those specified as galvanized, plated, or stainless steel shall be painted Federal Yellow. The metal parts shall be painted with a primer coat and a finish coat of the best quality oven-baked enamel. Lenses, reflectors, gaskets, and Polycarbonate parts shall not be painted.

Signal Head Installation - Signal heads shall be installed with the faces completely covered until the entire installation is ready for operation.

Delete the section under Controller Cabinets in Subsection 730.25 and substitute the following:

Cabinet

Cabinets shall be provided for each controller installed by the Contractor. The cabinet Installed by the Contractor shall be equipped with a radio interference filter installed at the electric service line input. The filter shall provide a minimum electrical noise attenuation of 50 decibels over the range of 200 kilohertz to 75 megahertz.

Surge Protection. The controller assembly shall conform to requirements of NEMA TS 1, part 2 - "Environmental Standards and Test Procedures". No cabinet surge protection or line filters shall be considered in providing the required transient protection of NEMA Part 2 (Reference note on NEMA Part 2, Page 6, Figure 2-2). Each 120 VAC electromechanical relay in the cabinet, flash transfer, signal monitor, etc., shall be suppressed with a 150-volt, 20-amp Varistor across it to ground.

The Cabinet AC service must be provided with the following surge protection:

1. Unit must be a series hybrid type rated at 20,000 amps (8 x 20 microsecond) 20 times.
2. The protector must be provided with terminals as defined below:
 - a. Main line (AC line first stage terminal)
 - b. Main neutral (AC neutral input terminal)
 - c. Equip line in (AC line second stage input terminal, 10 amps)
 - d. Equip line out (AC line second stage output terminal, 10 amps)
 - e. Equip neutral out (neutral terminal to protected equipment)
 - f. GND (earth connection)

SP730M**SP730M**

Page 9 of 19

3. The equip line in and quip line out terminals must be separated by a 200 microhenry (minimum) inductor rated to handle 10 amps AC service.
4. The first stage clamp must be between main line and GND terminals.
5. The second stage clamp must be between equip line out and equip neutral.
6. Main neutral and equip neutral out are connected together internally and must have a gas discharge tube rated at 20 KA between main neutral and GND terminals.
7. Main line and equip line terminals are isolated internally.
8. If gas discharge tubes are utilized for the first stage clamps, each tube must have a minimum of 0.15 OHM follow-current limiters in series.
9. Peak clamp voltage; 350 volts at 20 KA (voltage measured between equip line out and equip neutral out terminals. Current applied between main line and GND terminals with GND and main neutral terminals externally tied together).
10. Response time: voltage in 9 above can never exceed 350 volts.
11. Protector must be epoxy encapsulated in a flame retardant material.
12. Continuous service current: 10 amps @ 120 VAC RMS.

Pin Connectors. Electrical connections between the control unit and the cabinet wiring harness(es) shall be accomplished using one or more "MS" type multiple pin connectors at the controller (NEMA type) and insulated spade wire terminal connectors at the cabinet terminal blocks. The pin connectors and function pin assignments shall be in accordance with Tables 1, 2, and 3. All functions developed within the control unit for existing or future expanded phasing, up to the maximum capability of the controller, shall be available at the cabinet terminals for greatest operational flexibility. All functions and pin assignments required by NEMA shall be provided as a minimum. Additional functions and features, either required by these specifications or offered by the manufacturer, shall be provided through the pin connector on otherwise spare positions.

TABLE 1
CONNECTOR A

Alphabetical Listing of Pin Assignments

Pin	Function	Pin	Function
A	Spare 1	f	Phase 1 Vehicle Call Det
B	+24V DC External	g	Phase 1 Ped Call Det
C	Voltage Monitor Output	h	Phase 1 Hold
D	Phase 1 Red Driver	i	Force Off Ring 1
E	Phase 1 Don't Walk Driver	j	Ext Min Recall All Phases
F	Phase 2 Red Driver	k	Manual Control Enable
G	Phase 2 Don't Walk	m	Call to Nonactuated I
H	Phase 2 Ped Clear	n	Test Input A
J	Phase 2 Walk	p	AC+
K	Phase 2 Vehicle Call Det	q	Spare 3
L	Phase 2 Ped Call Det	r	Coded Status Bit B Ring 1
M	Phase 2 Hold	s	Phase 1 Green
N	Stop Timing Ring 1	t	Phase 1 Walk
P	Inhibit Max Term Ring 1	u	Phase 1 Check
R	External Start	v	Phase 2 Ped Omit
S	Interval Advance	w	Omit All Red Clear Ring 1
T	Spare 2	x	Red Rest Mode Ring 1
U	AC-	y	Spare 4
V	Chassis Ground	z	Call to Nonactuated II
W	Logic Ground	AA	Test Input B
X	Flashing Logic Output	BB	Walk Rest Modifier
Y	Coded Status Bit C Ring 1	CC	Coded Status Bit A Ring 1
Z	Phase 1 Yellow	DD	Phase 1 On
a	Phase 1 Ped Clear	EE	Phase 1 Ped Omit
b	Phase 2 Yellow	FF	Ped Recycle Ring 1
c	Phase 2 Green	GG	Max 2 Selection - Ring 1
d	Phase 2 Check	HH	Spare 5
e	Phase 2 On		

TABLE 2
CONNECTOR B

Alphabetical Listing of Pin Assignments

Pin	Function	Pin	Function
A	Phase 1 Next	f	Phase 4 Next
B	Spare 1	g	Phase 4 Omit
C	Phase 2 Next	h	Phase 4 Hold
D	Phase 3 Green Driver	i	Phase 3 Hold
E	Phase 3 Yellow Driver	j	Phase 3 Ped Omit
F	Phase 3 Red Driver	k	Phase 6 Ped Omit
G	Phase 4 Red Driver	m	Phase 7 Ped Omit
H	Phase 4 Ped Clear Driver	n	Phase 8 Ped Omit
J	Phase 4 Don't Walk Driver	p	Overlap A Yellow Driver
K	Phase 4 Check	q	Overlap A Red Driver
L	Phase 4 Veh Call Det	r	Phase 3 Check
M	Phase 4 Ped Call Det	s	Phase 3 On
N	Phase 3 Veh Call Det	t	Phase 3 Next
P	Phase 3 Ped Call Det	u	Overlap D Red Driver
R	Phase 3 Omit	v	Spare 4
S	Phase 2 Omit	w	Overlap D Green Driver
T	Phase 5 Ped Omit	x	Phase 4 Ped Omit
U	Phase 1 Omit	y	Spare 5
V	Ped Recycle Ring 2	z	Max 2 Selection - Ring 2
W	Spare 2	AA	Overlap A Green Driver
X	Spare 3	BB	Overlap B Yellow Driver
Y	Phase 3 Walk Driver	CC	Overlap B Red Driver
Z	Phase 3 Ped Clear Driver	DD	Overlap C Red Driver
a	Phase 3 Don't Walk Driver	EE	Overlap D Yellow Driver
b	Phase 4 Green Driver	FF	Overlap C Green Driver
c	Phase 4 Yellow Driver	GG	Overlap B Green Driver
d	Phase 4 Walk Driver	HH	Overlap C Yellow Driver
e	Phase 4 On		

TABLE 3

CONNECTOR C

Alphabetical Listing of Pin Assignments

Pin	Function	Pin	Function
A	Coded Status Bit A Ring 2	i	Phase 5 Green Driver
B	Coded Status Bit B Ring 2	j	Phase 5 Walk Driver
C	Phase 8 Don't Walk Driver	k	Phase 5 Check
D	Phase 8 Red Driver	m	Phase 5 Hold
E	Phase 7 Yellow Driver	n	Phase 5 Omit
F	Phase 7 Red Driver	p	Phase 6 Hold
G	Phase 6 Red Driver	q	Phase 6 Omit
H	Phase 5 Red Driver	r	Phase 7 Omit
J	Phase 5 Yellow Driver	s	Phase 8 Omit
K	Phase 5 Ped Clear Driver	t	Phase 8 Veh Call Det
L	Phase 5 Don't Walk Driver	u	Red Rest Mode Ring 2
M	Phase 5 Next	v	Omit All Red Ring 2
N	Phase 5 On	w	Phase 8 Ped Clear Driver
P	Phase 5 Veh Call Det	x	Phase 8 Ped Green Clear Driver
R	Phase 5 Ped Call Det	y	Phase 7 Don't Walk Driver
S	Phase 6 Veh Call Det	z	Phase 6 Don't Walk Driver
T	Phase 6 Ped Call Det	AA	Phase 6 Ped Clear Driver
U	Phase 7 Ped Call Det	BB	Phase 6 Check
V	Phase 7 Veh Call Det	CC	Phase 6 On
W	Phase 8 Ped Call Det	DD	Phase 6 Next
X	Phase 8 Hold	EE	Phase 7 Hold
Y	Force Off Ring 2	FF	Phase 8 Check
Z	Stop Timing Ring 2	GG	Phase 8 On
a	Inhibit Max Termination Ring 2	HH	Phase 8 Next
b	Spare 1	JJ	Phase 7 Walk Driver
c	Coded Status Bit C Ring 2	KK	Phase 7 Ped Clear Driver
d	Phase 8 Walk Driver	LL	Phase 6 Walk Driver
e	Phase 8 Yellow Driver	MM	Phase 7 Check
f	Phase 7 Green Driver	NN	Phase 7 On
g	Phase 6 Green Driver	PP	Phase 7 Next
h	Phase 6 Yellow Driver		

TABLE 4
CONNECTOR D

Alphabetical Listing of Pin Assignments

Pin	Function	Pin	Function
1	TBC On Line (Sys Det #1)	20	Set Clock (Sp Status #5)
2	Dial A (Sys Det #7)	21	Dimmer (Sp Status #6)
3	Dial B (Sys Det #8)	22	Dial A (Sys Out 7)
4	Split A (Sys Det #5)	23	Dial B (Sys Out 8)
5	Split B (Sys Det #6)	24	Split A (Sys Out 5)
6	Offset 1 (Sys Det #2)	25	Split B (Sys Out 6)
7	Offset 2 (Sys Det #3)	26	Offset 1 (Sys Out 2)
8	Offset 3 (Sys Det #4)	27	Offset 2 (Sys Out 3)
9	Remote Flash	28	Offset 3 (Sys Out 4)
10	Preempt 1	29	Flash (Sys Out 1)
11	Preempt 2	30	Auxiliary 1
12	Preempt 3	31	Auxiliary 2 or any Preempt
13	Preempt 4	32	Auxiliary 3 or Det Reset
14	Conflict Flash Status	33	Logic Ground
15	Manual Flash Status	34	Optional Serial Comm. 1
16	Alt Seq A (Sp Status #1)	35	Optional Serial Comm. 1
17	Alt Seq B (Sp Status #2)	36	Optional Serial Comm. 2 Reserved-1
18	Alt Seq C (Sp Status #3)	37	Optional Serial Comm. 2 Reserved
19	Alt Seq D (Sp Status #4)		

Signal Conflict Monitor

All cabinets shall be supplied with a Signal Conflict Monitor (SCM) which meets the NEMA Standards. The SCM for all controller cabinets with three or more phases shall be the 12-channel type, and shall have the following features:

1. Liquid Crystal Display to show all data in English language format.
2. Shall monitor all Green/Yellow/Red/Walk field display outputs.
3. Shall monitor the Controller 24 VDC output and be user programmable to have this monitor function Latch on.
4. Shall monitor the Controller Voltage Monitor output, and be user programmable to have this monitor function Latch On.
5. Per Channel monitoring of Phase Yellow Clearance Interval, and shall cause flash operation if Yellow Clearance is less than the SCM programmed time (2.7 - 9 seconds).

6. Front panel mounted over-current protection (no internally mounted fuses are acceptable).
7. Front panel mounted reset switch.
8. Fault logging features:
The SCM shall log all faults as to the:
 - a. Date of fault
 - b. Time of fault
 - c. The fault condition
 - d. Power failure

and store these fault conditions in no-volatile memory for user retrieval. The monitor shall be able to store at least 9 such faults. The internal time clock shall automatically adjust for Daylight Savings Time changes. There shall be a keyboard method for the user to display and clear the stored event log.
9. There shall be an RS-232 port on the SCM to allow the user to print all data stored in the SCM. The printer shall interface with the SCM via a standard RS-232 cable. Printer to be supplied by others.
10. The SCM shall detect the following conditions and place the cabinet in the flash mode by De-energizing the Flash Transfer Relays:
 - a. Absence of an active AC input on a channel
 - b. Green/Yellow both active on a channel
 - c. Yellow/Red both active on a channel
 - d. Green/Red both active on a channel
 - e. Green/Green active on conflicting channels
 - f. Green/Yellow active on conflicting channels
 - g. Green/Walk active on conflicting channels
 - h. Low 24 VDC sample
 - i. Controller Voltage Monitor active
 - j. Clearance time less than programmed
11. On circuits where all field outputs are not used (such as left-turn phases) unused circuits shall be terminated at a load resistor and the monitor plus features shall function
12. No functional field display shall be permitted unless monitored by the SCM
13. The SCM sampling inputs shall be terminated at the closest tie point to the field termination

Cabinet Material

Pole mounted cabinets (required for two and three phase non-expandable controllers) shall be fabricated from cast aluminum or welded sheet aluminum or a combination of both. All welds shall occur on the inside surfaces of the cabinet to maintain a clean appearance.

Base mounted controller cabinets shall be installed as shown and fabricated from welded sheet aluminum or welded, copper bearing, 14 gauge (min.) sheet steel painted inside and out with zinc chromate primer and two coats of high grade aluminum paint. All welds shall occur on the inside surfaces of the cabinet to maintain a clean appearance.

1. Front Door.

The cabinets shall have a right-hinged front-opening door, which shall include substantially the full area of the cabinet front and one auxiliary police door-in-door for access to emergency controls. The main door shall be equipped with a positive hold-fast device to secure the door in at least two open positions--one position being approximately 90 degrees open and the other at 120 degrees or more. The hold-fast device shall be easily secured and released without the use of tools. Each door shall be furnished with a neoprene rubber door sealing gasket to assure the weatherproof integrity of the cabinet doors when closed. The main cabinet door shall employ two or three heavy duty hinges which shall be welded to the cabinet and door with hinge pins of 6 millimeter (1/4-inch) diameter (minimum) stainless steel. No "piano" hinges or riveted construction shall be acceptable. The police panel door shall employ hinges meeting the above requirements.

2. Front Door Lock.

The main door shall have a pin-tumbler cylinder lock, conforming to the City of Memphis Master Key as registered with the Corbin Lock Company. The Memphis Key Code shall be furnished with the approval of the equipment. The auxiliary police door shall be furnished with a standard police subtreasury lock. One (1) key for each lock shall be provided with each controller cabinet.

3. Frame.

- a. Base mounted cabinets shall be furnished for multi-phase controllers which have a frame capable of providing four (4) to eight (8) phases. All controllers supplied with railroad preemption equipment shall be furnished in base mounted cabinets. All hardware for mounting on a concrete foundation shall be furnished including Hot Dip Galvanized anchor bolts, nuts, washers, and template. All other controllers shall be furnished in pole-mounted cabinets.
- b. Pole mounted cabinets for two phase and three phase non-expandable controllers shall be equipped with brackets for stainless steel banding to either wood or steel pole mounting.

4. Ventilation.

All cabinets shall be furnished with a thermostatically operated, roof mounted electric exhaust fan. Pole mounted cabinet fans shall be capable of moving 5.6 cubic meters (200 cubic feet) of air per minute at cabinet temperature above 37 degrees C (100 degrees Fahrenheit). Base mounted cabinets shall have fans rated at 5.6 cubic meter per minute at 37 degrees C (200 CFM at 100 F). The fan shall be equipped with long lasting permanently lubricated bearings for constant unattended operation. The exhaust fan shall be mounted in a rain-tight housing attached to the cabinet top. The thermostat shall be adjustable from 20° C to 70° C (70° F to 160° F).

For pole and base mounted cabinets the inlet ventilation openings, located in the lower part of the cabinet, shall be screened and fitted with a fiberglass, furnace-type, replaceable air filter of adequate size and capacity to pass a volume of air equal to or greater than the rated capacity of the fan. The air filter supplied shall be a type and size which is readily available commercially.

5. Dimensions.

All cabinets for the controllers shall be consistent with the following minimum and maximum dimensions and equipment locations:

- a. Top Shelf positioned to allow a minimum of 100 millimeters (4-inches) above controller to top of cabinet and 100 millimeters (4-inches) on each side of controller to the sides of the cabinet.
- b. Second Shelf positioned approximately 200 millimeters (8 inches) below the top shelf to allow for a 150 millimeter (6-inch) high amplifier with a 50 millimeter (2-inch) space between top of amplifier and bottom of top shelf
- c. Width of Cabinet must allow at least 50 millimeters (2-inches) clearance on each side of the set of amplifiers from the terminal strips mounted on the sides of the cabinet.
- d. Third Shelf (optional) required if the top and second shelves will not accommodate the conflict monitor, amplifiers, pre-emptor (if required), and other equipment as required. The third shelf shall allow for the same top and side clearances as on the second shelf.
- e. Load Switches to be mounted below the bottom shelf at the left rear of the cabinet. With the load switches in their bases, a minimum clearance of 50 millimeters (2-inches) shall be maintained below the bottom shelf and from the terminal blocks mounted on the sides of the cabinet.
- f. Field Connectors to be made at the bottom rear of the cabinet on horizontal terminal strips. Terminal strip blocks shall be positioned not less than 50 millimeters (2-inches) nor more than 100 millimeters (4-inches) from the cabinet bottom.

- g. Field Loop Connections to be made on terminal strips located on the left wall of the cabinet below the bottom shelf.
- h. Loop Amplifier Cabinet Connections to be made on terminal strips on the left wall of the cabinet at the same level as that of the loop amplifier shelf with connections available for AC+, AC-, logic common, and the appropriate input to the controller for each module.
- i. Cabinet Power Connections to be made on the right wall of the cabinet below the bottom shelf and 50 to 100 millimeters (2 to 4-inches) above the bottom of the cabinet.
- j. The Maximum Outside Dimensions of a base-mounted cabinet (exclusive of mounting flanges) shall not exceed 1425 millimeters (56-inches) in height, 1020 millimeters (40-inches) in width, and 760 millimeters (30-inches) in depth.

Other cabinet facilities shall be furnished as follows:

- a. A minimum of two, fully adjustable metal shelves with brackets to support controller, signal monitor, detector amplifiers, and other accessory equipment. The shelves shall be capable of vertical adjustment through virtually the full height of the cabinet.
- b. Electric service line terminals for 6-gauge copper with 30-ampere circuit breaker line protection.
- c. 120-volt duplex convenience receptacle with separate 30- ampere circuit protection.
- d. Insulated barrier terminals to be used for detector field connections, AC power supply for amplifiers, and controller inputs from amplifiers. Quantities of terminals shall be for the above connections as follows:

2 phase controller - 24 terminal positions

3 & 4 phase controllers - 36 terminal positions

5 to 8 phase controllers - 48 terminal positions

- e. Grounded neutral buss with multiple screw terminals for 12- gauge copper signal neutrals and 4-gauge copper earth connection.
- f. Insulated barrier terminals (two positions per phase module) for connection of 12-gauge copper pedestrian detector field wires. A 36-volt zener diode shall be installed across each pedestrian detector field terminal to ground.
- g. Insulated barrier terminals (five positions per phase module) for connection of 12-gauge copper signal display field wires. A 150-volt, 20-amp Varistor shall be installed across each signal field terminal to ground.
- h. Insulated barrier terminals (four positions) for connection of 12-gauge copper system interconnect lines. A 150-volt, 20-amp Varistor shall be installed across each system interconnect terminal to ground.

- i. Insulated barrier terminals for internal wiring interconnection of all other cabinet accessories and circuitry.
- j. All barrier terminal blocks shall consist of twelve (12) terminal pairs using a minimum ten 32-size screws with the minimum center-to-center distance between terminal pairs being 16 millimeters (5/8-inch). Terminal blocks shall be furnished with an engraved or indelibly printed numbering strip attached with screws to the terminal block. This type and size terminal block shall be provided for all applications including controller inputs and outputs, field connections, and detector connections.
- k. A 120-vac, 20-watt, fluorescent Light fixture mounted on the cabinet ceiling at the front of the cabinet. Fixture shall employ #F20T12/CW20, 20-watt, fluorescent tube. An on-off switch for the light shall be mounted on the inside of the main cabinet door.
- l. Detector micro-switches shall be provided for placing vehicular and pedestrian calls on each individual phase separately. A sufficient number of switches shall be provided to serve the maximum phase capability of the controller unit. All switches are to be permanently labeled and identified.
- m. An on-off power switch shall be mounted on the inside of the main cabinet door to disconnect all equipment in the cabinet from the 120-vac service line current with the exception of the cabinet light and the duplex convenience receptacle.
- n. An automatic/flashing switch shall be mounted on the inside of the main cabinet door to preempt the normal signal display and initiate the specified flashing display. The controller shall continue to operate during this flashing mode.
- o. All cabinet wiring shall be neatly bundled and attached to the sides and back of the cabinet.
- p. All cabinets shall be furnished with a police compartment accessible through the door-in-door. The back side of the compartment extending into the cabinet shall have all exposed electrical facilities enclosed in a protective housing. The police compartment shall be furnished as follows:
 - (1) On-off power switch to operate same as the main on-off switch, above.
 - (2) An automatic/flashing switch with a flashing position to permit the normal red, yellow, and green signal display to be preempted to the flashing operation. Power shall be removed from the controller unit during this flashing mode. Upon resuming automatic operation, the controller display shall be in the pre-programmed start-up orientation.
 - (3) A normal/manual switch so that, when in manual position, this switch shall stop the automatic sequence of the controller and hold the then existing display until manually advanced into the next interval. When in normal position, the automatic controller sequence shall continue.

- (4) A miniature panel connector for connecting a detachable hand-held push button for manual operation. The connector shall have three (3) male pins and mate with a screw on type, coarse threaded, female connector plug.
- (5) A high quality retractile cord with molded hand-held push button with attached connector plug for engaging the connector described above. The retractile cord shall be capable of an extension of 2.1 meters (7-feet) (minimum) and shall be stored in the police compartment when not in use.

6. Expansion.

The cabinet for four to eight phase controllers shall be furnished of sufficient size to accommodate the control equipment described, a coordinating unit, and eighteen (18) loop detector amplifiers. The cabinet for two and three phase controllers shall be sized as above for eight (8) loop detector amplifiers and a coordinating unit.

The cabinet shall have provisions for all additional equipment associated with the future expansion to full functional capability, including but not limited to load switch bases, complete cabinet wiring, field connection terminals, and detector terminals.

Add the following to the end of Subsection 730.37:

Removal and Salvable Equipment. Utility companies will be responsible for the relocation and/or removal of their poles and equipment. The poles and equipment to be removed by the Contractor have been generally noted on the Plans; however, it is the intent of these Specifications to have the Contractor remove any traffic control-related equipment that is in conflict with the installation of the proposed equipment and deliver to the City of Memphis Traffic Signal Shop. All new or temporary signals, shall be removed and stockpiled in such a manner that the removed equipment will not be damaged. Poles shall be removed complete and undamaged. The pole shall be cleaned of any concrete foundation material. Any damage due to negligence on the part of the Contractor because of lack of proper care of equipment shall be cause for the Contractor to replace in kind. The cost of such replacement shall be borne fully by the Contractor without extra compensation. All such removed and salvageable equipment is now and shall remain the property of the City of Memphis.

STATEOFTENNESSEE

July 23, 2001

Sheet 1 of 6

SPECIAL PROVISIONREGARDINGVIDEO DETECTION FOR TRAFFIC SIGNALS

This specification establishes the minimum requirements for a system that detects vehicles on a roadway by video image processing.

1.0 FUNCTIONAL CAPABILITIES

Generally, the system shall include video cameras, image processing units, and all appurtenances as recommended by the manufacturer for proper operation. A manufacturer may meet the functional aspects of this specification by integrating the optics, image processing hardware, and a general purpose CPU in one sealed enclosure.

1.1 AVAILABLE SYSTEM CONFIGURATION

The proposed video vehicle detection system shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent.

Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1000 feet under ideal conditions.

Wireless camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 500 feet under normal conditions, and up to 900 feet under ideal electromagnetic interference conditions.

1.2 SYSTEM INTERFACES

VIDEO INPUT: Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor or VCR). The interface connector shall be located on the video processing unit.

VIDEO LOCK LED: A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed

VIDEO OUTPUT: One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal.

SERIAL COMMUNICATIONS: A serial communications port shall be provided. The serial port shall be compliant with RS232. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented and interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each video vehicle detection system shall have the capability to be addressable.

DETECTION LEDS: LED's shall be provided on the front panel. The LED's shall illuminate when a contact closure output occurs.

1.3 GENERAL SYSTEM FUNCTIONS

Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device or via a laptop computer.

The video detection processing unit (VDPU) shall store a minimum of two different detection zone patterns.

The VDPU shall detect vehicles in real time as they travel across each detection zone.

The VDPU shall have an RS232 port for communications with an external computer. The VDPU RS232 port shall be multi-drop capable.

The VDPU shall accept new detection patterns from an external computer through the RS-232 port when the external computer uses the correct communications protocol for downloading detection patterns. A WINDOWS™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.

The VDPU shall send its detection patterns to an external computer through the RS-232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

The VDPU shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference with the video signal.

The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. A user-selected output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

2.0 VEHICLE DETECTION

2.1 DETECTION ZONES

A minimum of 128 detection zones (a minimum of 24 detection zones per camera) shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.

The VDPU's memory shall be non-volatile to prevent data loss during power outages.

The selection of the detection zone pattern for current use shall be available.

The VDPU shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The vehicle detection equipment shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

The VDPU shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDPU shall output a constant call during the background learning period.

Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs.

A minimum of six detection zones per camera view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the RS-232 port. The data collection interval shall be user definable in at least the periods of 1, 5, 15, 30 or 60 minutes.

3.0 VEHICLE DETECTION HARDWARE

The VDPU hardware shall be powered by 120 VAC 60 HZ single-phase power. Surge ratings shall be as set forth in NEMA specifications. Power consumption shall not exceed 135 watts.

3.1 DETECTION OUTPUTS

The VDPU shall include ports for transmitting TS1 and TS2 detections to a traffic controller. The TS1 contact closure port shall be a 37-pin "D" connector. The TS2 port shall be a 15-pin "D" connector.

3.2 VIDEO INPUTS

The VDPU shall be able to accept a minimum of four video input connections suitable for RS170 video inputs. Each video input shall include a switch selectable 75-ohm or higher impedance termination to allow camera video to be routed to other devices, as well as input to the VDPU for vehicle detection. The video inputs to the VDPU shall include transient voltage suppression and isolation. Amplification that shall assure the 1-volt peak to peak video signal integrity is maintained despite video cabling losses and externally induced transients shall be provided. The amplifier shall have a minimum common mode rejection at 60 hz or 90 db.

3.3 VIDEO OUTPUTS

The VDPU shall be able to provide a minimum of one video output connection.

3.4 MECHANICAL

The VDPU shall operate satisfactorily in a temperature range from -34 °C TO +60 °C and a humidity range from 0%RH TO 95%RH, non-condensing as set forth in NEMA specifications.

The VDPU enclosure shall include provisions to be bonded to a good earth ground.

The VDPU shall include an RS232 port for serial communications with a remote computer.

This port shall be a 9-pin "D" subminiature connector on the front of the VDPU.

The VDPU shall utilize flash memory technology to enable the loading of modified or enhanced software through the RS232 port and without modifying the VDPU hardware.

4.0 CAMERA

The video cameras used for traffic detection shall be furnished by the VDPU supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 0.1 lux to 10,000 lux.

The camera shall use a CCD sensing element and shall output monochrome or color video with resolution of not less than 380 lines horizontal.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

The camera shall be powered by 120-240 VAC.

The camera enclosure shall be equipped with separate, weather-tight connections for power and setup video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDPU supplier. Video and power shall not be connected within the same connector.

The video signal output by the camera shall be black and white or color in RS170 or CCIR format.

The video signal shall be fully isolated from the camera enclosure and power cabling.

5.0 INSTALLATION

CAMERAS - The coaxial cable to be used between the camera and the VDPU in the traffic cabinet shall be Belden 8281 or a 75 ohm, precision video cable with 20 gauge solid bare copper conductor (9.9 ohms/m), solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and black polyethylene outer covering.

The signal attenuation shall not exceed 0.78 db per 100 feet at 10 mhz. Nominal outside diameter is 0.304 inches. The coax cable shall be a continuous unbroken run from the camera to the VDPU. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. 75-ohm connectors shall be used at both the camera and cabinet ends. The coaxial cable, connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions shall be followed to ensure proper connection.

6.0 WARRANTY

The supplier shall provide a two-year warranty on the video detection system.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates of all software shall be available from the supplier without charge.

7.0 MAINTENANCE, SUPPORT, AND TRAINING

The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on site technical support services.

Installation and training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-level II certified signal technician.

8.0 COMPENSATION

Vehicle Detection (Video) shall be measured and paid for per camera furnished and installed, and shall be full compensation for each camera and the associated VDPU, cable, appurtenances, training, warranty, and support as outlined herein.

Payment will be made under item 730-13.02, Vehicle Detection (Video), per each.

SP1230SP1230

Sheet 1 of 6

S T A T EO FT E N N E S S E E

January 1, 2015 |

SPECIAL PROVISIONREGARDINGEQUAL EMPLOYMENT OPPORTUNITY

Reference:

Federal-Aid Highway Program Manual

Transmittal 147, June 26, 1975

Replaces FHWA Order Interim 7-2(1)

Specific Equal Employment Opportunity Responsibilities**GENERAL**

- a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or PR-1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b) The contractor will work with the Tennessee Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c) The contractor and all his/her subcontractors holding subcontracts not including material suppliers, exceeding \$10,000, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors). The contractor will include these requirements in every subcontract exceeding \$10,000 with such modification of language as is necessary to make them binding on the subcontractor.

SP1230**SP1230**

Sheet 2 of 6

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, sex, national origin or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Equal Employment Opportunity Officer

The contractor will designate and make known to the Tennessee Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy

- (a) All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

SP1230**SP1230**

Sheet 3 of 6

- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- (b) In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment

- (a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- (b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- (c) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended).
- (d) The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, religion, sex, national origin or disability. The following procedures shall be followed:

- (a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- (c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- (d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion

- (a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- (b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Special Provision Regarding Training Program Requirements is provided under this contract, this subparagraph will be superseded as indicated therein.
- (c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

SP1230**SP1230**

Sheet 5 of 6

- (d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- (a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- (b) The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, religion, sex, national origin or disability .
- (c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Tennessee Department of Transportation and shall set forth what efforts have been made to obtain such information.
- (d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, religion, sex, national origin or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the Tennessee Department of Transportation.

Subcontracting

- (a) The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Tennessee Department of Transportation.

SP1230**SP1230**

Sheet 6 of 6

- (b) The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

Records and Reports

- (a) The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project.
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women. (Applicable only to contractors who rely in whole or in part on unions as a source for their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- (b) All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the of the Tennessee Department of Transportation and the Federal Highway Administration.
- (c) Each contractor and subcontractor shall submit to the Tennessee Department of Transportation an annual report for every July during which work is performed indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391 and is to be received by the Department not later than the 20th of the month following the reporting period.
- (d) The contractor and/or sub-contractor will be required to complete other reports as instructed by the Engineer.
- (e) Current estimates may be withheld by the Project Engineer when reports are not received within the above specified time limits.

SP1231SP1231

Sheet 1 of 6

S T A T EO FT E N N E S S E E

January 1, 2015 |

SPECIAL PROVISIONREGARDINGSTANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITYCONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941
- d. "Minority" includes:
 - I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);
 - III. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - IV. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining indentifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

SP1231SP1231

Sheet 2 of 6

- 3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goal set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specification, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and the trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the

SP1231SP1231

Sheet 3 of 6

Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

SP1231SP1231

Sheet 4 of 6

- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screenings procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriation training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

SP1231SP1231

Sheet 5 of 6

- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of age, race, color, religion, sex, national origin or disability.
- 11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12) The Contractor shall carry out such sanctions and penalties for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

SP1231**SP1231**

Sheet 6 of 6

- 14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SP1232SP1232

Page 1 of 3

STATEOFTENNESSEE

Revised 10-19-2012

January 1, 2015

SPECIAL PROVISION**REGARDING****NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION****TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

<u>County</u>	Goals for Female Participation <u>in each Trade</u>
All Counties	6.9
<u>County</u>	Goals for Minority Participation <u>for each Trade</u>
Lincoln	11.2
Hamilton, Marion, Sequatchie	12.5
Bledsoe, Bradley, Grundy, McMinn, Meigs, Monroe, Polk, Rhea	8.6
Carter, Hawkins, Sullivan, Unicoi, Washington	2.6
Greene, Hancock, Johnson	3.2
Anderson, Blount, Knox, Union	6.6
Campbell, Claiborne, Cocke, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Loudon, Morgan, Roane, Scott, Sevier	4.5

SP1232SP1232

Page 2 of 3

<u>County</u>	<u>Goals for Minority Participation for each Trade</u>
Montgomery	18.2
Davidson, Cheatham, Dickson, Robertson, Sumner, Williamson, Wilson, Rutherford	15.8
Bedford, Cannon, Clay, Coffee, DeKalb, Franklin, Giles, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Macon, Marshall, Maury, Moore, Overton, Perry, Pickett, Putnam, Smith, Stewart, Trousdale, Van Buren, Warren, Wayne, White	12.0
Shelby, Tipton	32.3
Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Weakley	26.5

These goals are applicable to all the Contractor's construction work whether or not it is Federal or federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs at the following address within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation:

U.S. Department of Labor – Regional Office
Office of Federal Contract Compliance Program
61 Forsyth Street, Room 7B75
Atlanta, GA 30303

SP1232SP1232

Page 3 of 3

The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

SP1246**SP1246****STATE****OF**Sheet 1 of 1
TENNESSEE(Rev. 06-01-03)
(Rev. 06-23-08)
(Rev. 11-10-08)

January 1, 2015 |

SPECIAL PROVISION**REGARDING****DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23/26 shall have the maximum opportunity to participate in the performance of contracts let by the Department. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 23/26 apply to this contract.

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23/26 shall have the maximum opportunity to participate in the performance of this contract or in the performance of subcontracts to this contract. In this latter regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23/26 to ensure that disadvantaged enterprises, including enterprises owned and controlled by women, have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award of subcontracts.

The Contractor shall submit to the Civil Rights Office Small Business Development Program copies of any agreements with DBE/WBEs upon execution.

The Contractor is advised that failure to carry out the requirements as set forth above shall constitute a breach of contract, and after notification by the Department, may result in termination of the contract or other remedy deemed appropriate by the Department.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SP1320SP1320

Sheet 1 of 1

STATEOFTENNESSEE

January 1, 2015

(Rev. 01-03-13)
 (Rev. 01-03-14)
 (Rev. 09-08-14)
(Rev. 01-06-15)

SPECIAL PROVISION**REGARDING****TENNESSEE DEPARTMENT OF TRANSPORTATION****2015 MINIMUM WAGE SCALES FOR FEDERAL-AID CONSTRUCTION****& 2015 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION**

This Contract contains "Tennessee Department of Transportation 2015 Minimum Wage Scales for State Funded Construction", Tennessee Department of Labor Decision No. T-40128, dated January 1, 2015, and Tennessee Department of Transportation 2015 Minimum Wage Scales for Federal-Aid Highway Construction, U. S. Department of Labor Decision No. TN150002 (dated January 2, 2015).

The Contractor is required to pay the greater of the two (2) rates for each classification

Note: Minimum Wage Scales for Federal-Aid Heavy Construction are on file with the Department, and will be included in all applicable Contract Proposals

(Rev. 01/06/15)

STATEOFTENNESSEETENNESSEE DEPARTMENT OF TRANSPORTATIONMINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

General Decision Number: TN150002 01/02/2015 TN2

Superseded General Decision Number: TN20140002

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTN2010-002 03/24/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.99	
CARPENTER.....	\$ 16.85	
CEMENT MASON/CONCRETE FINISHER...	\$ 15.22	
ELECTRICIAN.....	\$ 24.69	
IRONWORKER		
Reinforcing.....	\$ 15.91	
Structural.....	\$ 17.97	

LABORER

Common/Unskilled.....\$ 12.89

Skilled

Air Tool Operator,
 Asphalt Raker, Chain Saw
 Operator, Concrete Mixer
 (less than 1 yd),
 Concrete Rubber, Edger,
 Fence Erector, Form
 Setter (steel), Guard
 Rail Erector, Mechanic's
 Tender (tire changer or
 oiler), Mortar Mixer,
 Nozzleman or Gun Operator
 (gunite), Pipelayer,
 Sign Erector.....\$ 14.88

PAINTER (INCLUDES SANDBLASTER)...\$ 26.23

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.....\$ 18.62

GROUP 1A

Drill Operator (Caisson)...\$ 25.04
 Farm Tractor Operator
 (Power Broom).....\$ 13.21

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.....\$ 16.51

GROUP 3

Asphalt Paver, Concrete
 Finishing Machine,
 Concrete Paver, Scale,
 Spreader (self-
 propelled), Concrete
 Grinder, Asphalt Milling
 Machine, Boring Machine
 (horizontal).....\$ 17.10

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....\$ 16.02
 Heavy Duty Mechanic.....\$ 20.88
 Light Duty Mechanic.....\$ 17.04
 Sweeping Machine (Vacuum) Operator.....\$ 15.54
 GROUP 5
 Crane (over 20 Tons).....\$ 19.02

TRUCK DRIVER
 2 axles.....\$ 14.17
 3-4 axles.....\$ 14.33
 5 or more axles.....\$ 16.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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)).

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.

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.

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 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.

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END OF GENERAL DECISION

STATEOFTENNESSEETENNESSEE DEPARTMENT OF TRANSPORTATION2015 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION

January 1, 2015

Tenn. DOL Decision No. T-40128

CLASSIFICATION (ENGLISH)	CLASSIFICATION (SPANISH)	Basic Hourly Rates	Craft No.
Bricklayer	Ladrillero	21.88	01
Carpenter / Leadsperson	Carpintero o Lider	16.94	02
Class "A" Operators	Operador Clase A	18.70	03
Class "B" Operators	Operador Clase B	16.75	04
Class "C" Operators	Operador Clase C	17.54	05
Class "D" Operators	Operador Clase D	16.29	06
Concrete Finisher	Terminador de Cemento	15.25	07
Drill Operator (Caisson)	Operador de Perfordora	24.91	08
Electrician	Electricista	24.20	09
Farm Tractor Operator (Power Broom)	Operador de Tractor de Rancho	14.09	10
Ironworkers (Reinforcing)	Herrero	16.52	11
Ironworkers (Structural)	Herrero de Estructura	16.89	12
Mechanic (Class I) Heavy Duty	Mecanico Clase 1	21.32	13
Mechanic (Class II) Light Duty	Mecanico Clase 2	18.49	14
Painter / Sandblaster	Pintor o Lajador	26.36	15
Powder Person / Blaster	Proveedor de Explosivos	19.50	16
Skilled Laborer	Obrero Diestro	15.14	17
Survey Instrument Operator	Operador de Agrimensor	19.50	18
Sweeping Machine (Vacuum) Operator	Operador de Barredora	14.87	19
Truck Driver (2 axles)	Camionero (2 ejes)	15.47	20
Truck Driver (3/4 axles)	Camionero (3 o 4 ejes)	13.92	21
Truck Driver (5 or more axles)	Camionero (5 o más ejes)	17.25	22
Laborer /Unskilled , Flagger, Traffic Control, Pickup Driver	Obrero no Diestro	13.12	23
Worksite Traffic Coordinator	Coordinar de Trafico en el Lugar de Trabajo	19.91	24
Crane Operator	Operador de la Grúa	19.50	25

CLASSIFICATIONCRAFT NO.**SKILLED LABORER:**

17

Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer Operator (less than 1 yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guardrail Erector, Mechanic's Helper (Tire Changer or Oiler), Mortar Mixer, Nozzelman or Gun Operator (Gunitite), *Pipelayer, Sign Erector

CLASS "A" OPERATORS:

03

Backhoe/Hydraulic Excavator (3/4 yard and over), Crane (less than 20 tons see Crane Operator below), End Loader (3 yards and over), Motor Patrol (Finish), Pile Driver, Dragline

CLASS "B" OPERATORS:

04

Backhoe/Hydraulic Excavator (less than 3/4 yard), Bull Dozer or Push Dozer, End Loader (less than 3 yards), Motor Patrol (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine

CLASS "C" OPERATORS:

05

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal)

CLASS "D" OPERATORS:

06

Bobcat, Central Mixing 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 & Hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator, Ditch Paving Machine

CRANE OPERATOR:

25

Means one who operates boom-type equipment equal to or greater than 20 tons to hoist and move materials, raise and lower heavy weights and perform other related operations; may oil, grease or otherwise service and make necessary adjustments to equipment as needed; and may perform other related duties. (Note: The equipment is used for such work as pouring concrete and setting steel. This work is subject to strict inspection and must conform closely to specifications. The equipment may also be used for other miscellaneous tasks for which crane or stick-type equipment is required which may include hoist operations and pile driving operations.)

***Skilled Laborer - Pipelayer Classification**

For any work where prevailing wage rates apply which is located five feet or more outside the actual building if building construction is involved:

AND

- (a) which consists of the building, rebuilding, locating, relocating or repairing any street, highway, bridges, water lines, sewer lines, gas lines, force mains or other related utilities

OR

- (b) which involves the construction or upgrading of industrial parks or sites and is located outside the five foot limitation.

The classification of pipelayer shall be applicable and the description of work under this classification shall be as follows:

Lays, connects, inspects and tests water lines, force mains, gas lines, sanitary or storm sewers and drains, underground telephone and electric ducts or other utilities manufactured from clay, concrete, steel, plastic, cast iron pipe or other similar materials.

May smooth bottom of trench to proper elevation by scooping with a shovel; receives pipe lowered from top of trench; inserts spigot end of pipe into bell end of last laid pipe; adjusts pipe to line and grades, caulks and seals joint with cement or other sealing compound; may connect threaded or flanged joint pipe; may assemble and place corrugated metal or plastic pipe and performs other related duties.

Additional Information :

Wage Rates : <http://www.tennessee.gov/labor-wfd/prevail.html>

Poster Page : <http://www.state.tn.us/labor-wfd/poster.htm>

Note: Adobe Acrobat Reader is required in order to download & print. If you do not have this software a link is provided at the bottom of the Poster Page for a free download.

Tenn.Dept. of Labor & Workforce Development (Labor Standards Division) : (615) 741-2858.

APPRENTICESHIP REGULATIONS:

Under T.C.A., §12-449, the Prevailing Wage Commission has promulgated Rule 0800-3-2-.04 which provides that: "Apprentices shall mean those persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The state agency contracting officer shall require the contractor or sub-contractor using the apprentice to submit evidence of his indenture and/or apprenticeship registration when the apprentice's name first appears on a submitting payroll."

AUTHORITY: T.C.A., §12-449. Administrative History: Original Rule filed June 4, 1976. Effective: July 14, 1976.

NOTICE TO BIDDERS

Sealed bids are will be received by the City of Bartlett, at their offices in Bartlett, TN, 6400 Stage Road until **2:00 P.M.** on **Thursday, October 1, 2015** and opened publicly at City Hall at that hour. The sealed bids are to be marked **"FY 2016-07-003 ALTRURIA ROAD INTERSECTION AT MEMPHIS-ARLINGTON ROAD TRAFFIC SIGNAL INSTALLATION PROJECT"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TN 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. *The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.*

Plans and specifications can be picked up at Fisher and Arnold, 9180 Crestwyn Hills Drive, Memphis, TN. A \$50.00 non-refundable deposit is required. Make checks payable to City of Bartlett. If further information is desired, please contact John Pankey at 901-748-1811 or via email to jpankey@fisherarnold.com.

Only Contractors that are listed on TDOT's pre-qualified list shall be able to pick up bid book and plans and bid on this STP funded project, and all firms performing work towards DBE goals must be included on the TDOT certified DBE list. For a current listing of TDOT prequalified contractors visit TDOT's website at: <http://www.tn.gov/assets/entities/tdot/attachments/prequal.pdf>

The bids will be accepted and reviewed by the City of Bartlett and then submitted to TDOT for review and approval prior to the final selection of the successful bidder.

Please quote prices on attached sheet

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

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

NAME OF FIRM

ADDRESS

TELEPHONE

Print Name

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

INSTRUCTIONS TO BIDDERS

PROJECT SCOPE

The scope of work on this contract consists of the construction of a traffic signal at the intersection of **Altruria Road and Memphis-Arlington Road** and the retrofit of a private commercial drive entrance. The work also includes the replacement of pavement markings throughout the project. Also included is the removal and replacement of sidewalk, curb and gutter, and handicap ramps.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the Drawings, The Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2015, and all other Contract Documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternatives/options for this project.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as to their contents.
- c. The Owner may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

<u>Principals</u>	Names Home Addresses, including City, State and Zip Code
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<u>Firm</u>	Name Address, including City, State and Zip Code
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- f. Bids are to be submitted in sealed envelopes marked on the outside:

<u>Project</u>	Name of Project Date of Bid Opening Name of Contractor/Company
----------------	--

5. **COLLUSIVE AGREEMENTS**

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

6. **PREQUALIFICATION OF BIDDERS**

Each prospective Bidder and subcontractor will be required to file a document entitled "Prequalification Statement" in accordance with the requirements of Section 102.01 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction January 1, 2015.

7. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

8. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

Bids will be received until the advertised hour of opening. No bid will be considered or accepted which has not been received by the City previous to the hour of the date and at the place set forth for the opening thereof in the Advertisement and Notice To Bidders.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularity therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Any Bidder, on written request signed by an authorized signatory and presented prior to the hour set for the opening of bids, may withdraw his Bid. If the withdrawal is for the purpose of making corrections as a result of an Addendum delivered by the City after the Bidder has submitted his bid, the Bid will be separated from the others awaiting opening, returned to the Bidder, corrections made and the Bid returned prior to the hour set for the opening of bids. If the withdrawal is for the purpose of cancelling the bid, then it will be returned unread at the time of the regular opening of bids.

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. As this project is funded under the Surface Transportation Program (STP), TDOT will review the bid with the recommendation from the City of Bartlett and TDOT will have the final approval authority for the selection of the responsible bidder for the STP project.
- c. The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not fulfill the requirements of Section 108.01 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction January 1, 2015 regarding the portion of the work to be performed by his own organization and all other subletting requirements of this section.

13. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, religion, sex, national origin, disability, etc.

CONTRACT MONITORING

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

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

Company Name: _____

Gender: Male ____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

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

CM-1

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.

Title VI Plan-1

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

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

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

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

Name of Authorized Official

Date

Title VI Plan-2

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
385-5570

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

Title VI Plan-3

GENERAL CONDITIONS:**A. INSURANCE****A.1. General Requirements**

The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation or material change in the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Contractor's General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; XCU (Explosion, Collapse, and underground)

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose

from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. FINAL ACCEPTANCE AND WARRANTY PERIOD

C.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

D. UTILITIES

D.1 Utilities shown were located in the filed and by referring to existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

E. DRUG PROGRAM

E.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

E.2 Drug Testing - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault, or when at fault is not evident
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

E.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City. END

Note: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

F. FIELD PLANS AND SPECIFICATIONS

F.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

BARTLETT SPECIAL CONDITIONS

- A. All work done must be in accordance with the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction January 1, 2015 and current Tennessee Department of Transportation Standard Roadway and Structures Drawings.
- B. Contractor shall notify the City of Bartlett prior to any work bring performed to allow for the adjustments of the City Garbage collection routes.
- C. The concrete handicap ramps shall conform to City of Bartlett details (See project plans). ADA truncated domed area shall be "brick red" in color. Any substitutions must be submitted to the City of Bartlett for review and approval prior to installation. Contact Becky Bailey, P .E. with City of Bartlett Engineering, concerning any questions about the thermoplastic ADA Truncated domes used in the City of Bartlett.
- D. **The concrete used by the contractor for the curb and gutter and sidewalks shall comply the TDOT requirements and concrete used by the contractor for the handicap ramps, 4,000 psi limestone mix with fibers, shall comply with the City of Bartlett requirements as noted on SC2-5.**
- E. Prime contractor must include special provision FHWA-1273 in all subcontracts. The current version is included in this document. It can be found on the TDOT website.
- F. Field Plans and Specifications: The city of Bartlett will provide the successful bidder with up to 3 sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.
- G. TDOT Title VI requirement: The Tennessee Department of Transportation requires the city of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.

NOTES

1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fibermesh.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at at 1.5% slope to ensure that the final slope does not exceed 2.00%.
7. Through the area of the ramp, the counter slope of the gutter shall be 1:20 maximum and transitioned to match the normal gutter line profile on both sides of the ramp.
8. Surface texture of the detectable warning surface shall be truncated domes conforming to latest edition of ADA and ANSI requirements. Detectable warning surface shall be 4' wide to match the ramp width by 2' deep minimum.
9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.
10. A coping wall shall be installed behind the level (1.5%) landing area. Coping wall shall be poured monolithically with the ramp and sidewalk.

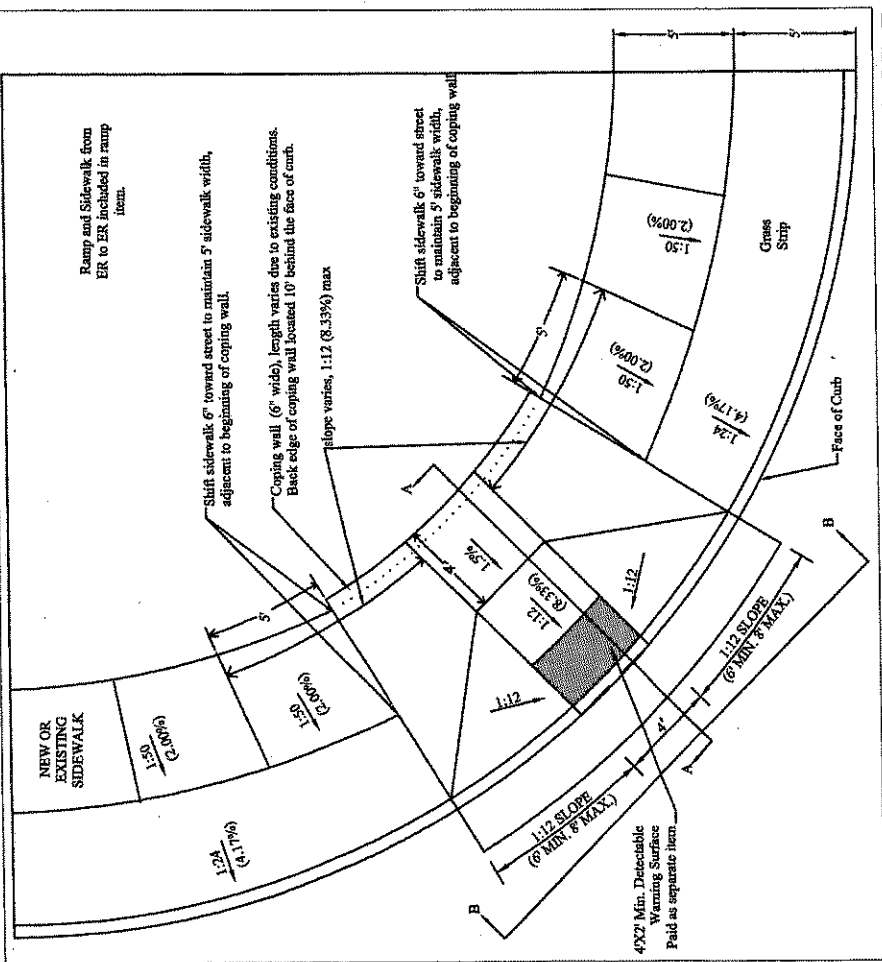
1:12 slope = 8.33% MAXIMUM SLOPE
1:50 slope = 2.00% MAXIMUM SLOPE

City of Bartlett
10' New Construction
with Coping
Handicap Ramp Detail

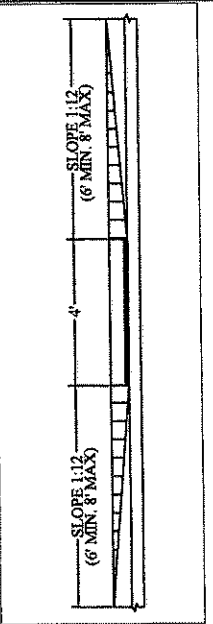
Date: 5/8/14
Drawn by: B. Bailey

Approved
[Signature]
City of Bartlett Engineer
Date: 5/13/14
Code Enforcement
Date: 5/13/14

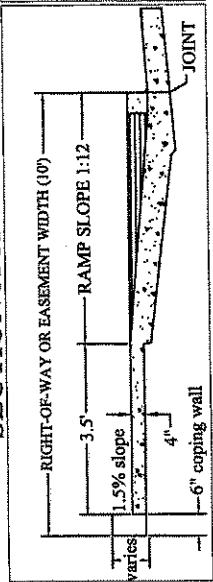
REVISIONS		
Date	Remarks	Approved



SECTION B-B



SECTION A-A



SC-2

Ramp and Sidewalk from
ER to ER included in ramp
item.

NEW OR
EXISTING
SIDEWALK

$\frac{1:50}{(2.00\%)}$

$\frac{1:50}{(2.00\%)}$

$\frac{1:50}{(2.00\%)}$

slope varies, 1:12 (8.33%) max

$\frac{1:12}{(8.33\%)}$

$\frac{1:12}{(8.33\%)}$

$\frac{1:12 \text{ SLOPE}}{(6' \text{ MIN. } 8' \text{ MAX.})}$

$\frac{1:12 \text{ SLOPE}}{(6' \text{ MIN. } 8' \text{ MAX.})}$

Grass Strip

Face of Curb

4X2 Min. Detectable
Warning Surface
Paid as separate item.

- 1:12 slope = 8.33% MAXIMUM SLOPE
1:50 slope = 2.00% MAXIMUM SLOPE

REVISIONS		
Date	Remarks	Approved

5-13-14

NOTES

1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fibermesh.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at 1.5% slope to ensure that the final slope does not exceed 2.00%.
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9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.
10. A coping wall shall be installed behind the level (1.5%) landing area. Coping Wall shall be poured monolithically with the ramp and sidewalk.

1:12 slope = 8.33%
1:50 slope = 2.00%

REVISIONS

Date	Remarks	Approved

City of Bartlett
10' Retrofit with Coping
Handicap Ramp Detail

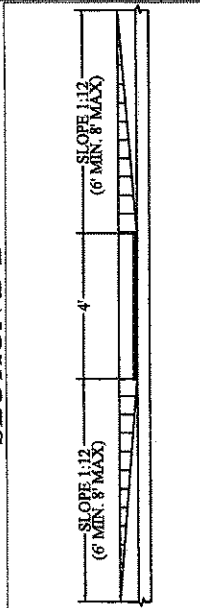
Date: 5/8/14
Drawn by: B. Bailey

Approved: *[Signature]*
City of Bartlett Engineer

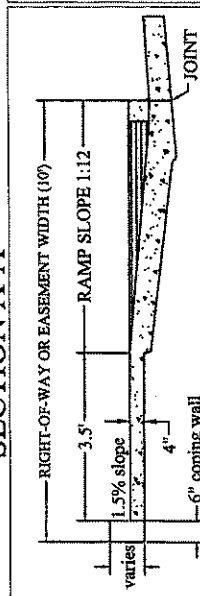
Date: *5/13/14*
Code Enforcement

Date: *5-13-14*

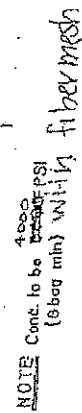
SECTION B-B



SECTION A-A



SC-4



1. Pre-cast exp. joint material shall be used in all exp. joints.

[illegible]

CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING

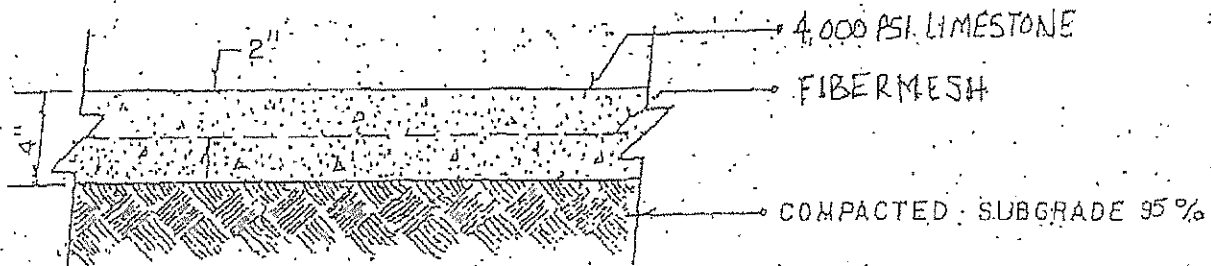
DESIGN STANDARD
FOR
6-30 CURB & GUTTER

C. H. [Signature]
SEASIDE CITY ENGINEER

DATE 10-31-78

SEASIDE, CALIF. 92072

SIDEWALK DETAILS

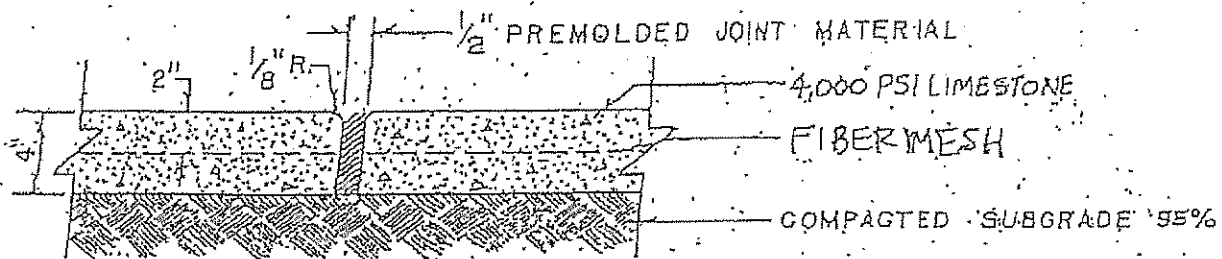


NOTE: SIDEWALK TO HAVE LIGHT BROOM FINISH UNLESS OTHERWISE SPECIFIED

CONCRETE SIDEWALK



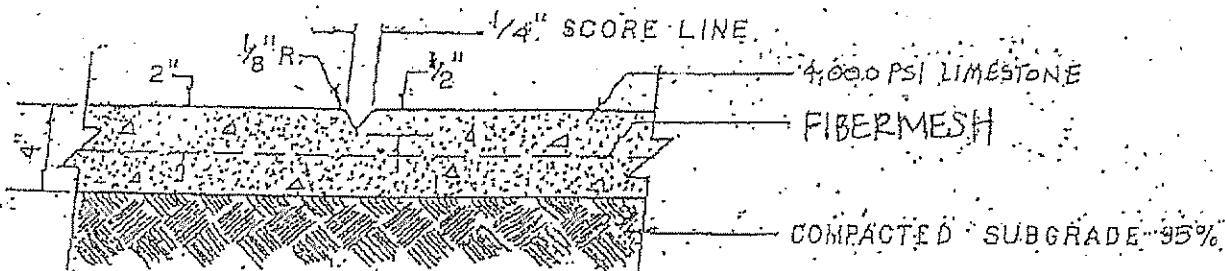
NOT TO SCALE



SIDEWALK EXPANSION JOINT



NOT TO SCALE



SIDEWALK SCORE JOINT

NOT TO SCALE

SC - 7

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

s.s.

County of _____)

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

(1) He is _____ of the company submitting this bid and has authority to sign this affidavit.

(2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His company has a testing program in place equal to or greater than the City's program.

Print Name _____

Signed _____

Title _____

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

Signed _____

Print Name

Title _____

My commission expires: _____, 20 _____.

DAA-1

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Proposal
4. Proposal Certification
5. Proposal Bond
6. Proposal Guarantee
7. Non-Collusion Affidavit of Principal Bidder—NCA-1
8. Contract Monitoring –CM-1
9. Title VI Self Survey – Title VI Plan 1 and Title VI plan 2 and requested attachments

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

BSF-1

NOTICE OF AWARD

To:

PROJECT Description:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
\$_____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER dated this ____ day of _____.

CITY OF BARTLETT, OWNER

Name _____

Print Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20_____.

Name _____

Print Name _____

Title _____

NA-1

NOTICE TO PROCEED

To:

PROJECT Description:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

BY _____

PRINT NAME _____

TITLE _____

NP-1

BIDDER NONCOLLUSION AFFIDAVIT OF PRIME

State of _____) S.S.
County of _____)

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

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

(Signed) _____

(Title) _____

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

_____(Title)_____

My commission expires _____ 20____.

NCA-1

§ 18.26 Non-Federal audits.

(a) **Basic rule.** Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

(b) **Subgrantees.** State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a subgrantee, which expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:

(1) Determine whether State or local subgrantees have met the audit requirements of the Act and whether subgrantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," have met the audit requirements of the Act. Commercial contractors (private for-profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of Federal funds;

(2) Determine whether the subgrantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subgrantee made in accordance with the Act, Circular A-110, or through other means (e.g., program reviews) if the subgrantee has not had such an audit;

(3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;

(4) Consider whether subgrantee audits necessitate adjustment of the grantee's own records; and

(5) Require each subgrantee to permit independent auditors to have access to the records and financial statements.

(c) **Auditor selection.** In arranging for audit services, § 18.36 shall be followed.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 61 FR 21387, May 10, 1996; 62 FR 45939, 45947, Aug. 29, 1997]

§ 18.36 Procurement.

(a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) **Procurement standards.**

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location

may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed—

(1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) **Procurement by sealed bids** (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts,

transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
 - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
 - (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.
 - (h) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - (1) **A bid guarantee from each bidder equivalent to five percent of the bid price.** The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) **A performance bond on the part of the contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) **A payment bond on the part of the contractor for 100 percent of the contract price.** A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (i) **Contract provisions.** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.
- (k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurements utilizing exclusionary or discriminatory specifications.
- (l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.
- (m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 1995, Apr. 19, 1995]

§ 18.42 Retention and access requirements for records.

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

- (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see § 18.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) Starting date of retention period—

(1) **General.** When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) **Real property and equipment records.** The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) **Records for income transactions after grant or subgrant support.** In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) **Indirect cost rate proposals, cost allocations plans, etc.** This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) **If submitted for negotiation.** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the

rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records—*

(1) *Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

PROPOSAL
TO THE CITY OF BARTLETT
BARTLETT, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the **CITY** in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the **CITY**, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

Bidder (1)

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (1) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

STP Traffic Signal at the Intersection of Altruria Rd. and Memphis-Arlington Rd.
 PIN 115526.00
 Fed Project# STP-M-4384(5)

State Project# 79LPLM-F3-228

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
203-01.60	ROAD EXCAVATION (EXISTING DRIVEWAY PAVEMENT, SIDEWALK, CURB AND GUTTER)	C.Y.	80		
303-01.09	MINERAL AGGREGATE, TYPE "A" BASE, GARDING "D" (LIMESTONE)	TONS	32		
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"	TONS	12		
402-01	PRIME COAT	TONS	0.20		
403-01	TACK COAT	TONS	0.10		
411-01.10	ACS MIX (PG64-22) GRADING "D"	TONS	7		
701-01.01	CONCRETE SIDEWALK (4")	S.F.	600		
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	316		
701-02.02	CONCRETE DRIVEWAY (8")	S.F.	540		
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10		
712-01	TRAFFIC CONTROL	L.S.	1		
713-17	REMOVAL OF SIGNS, POSTS, AND FOOTINGS	L.S.	1		
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	255		
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	135		
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5		
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3		
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1		
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	600		
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	320		
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	120		
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN ARROW)	EACH	6		
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1		
716-08.11	REMOVAL OF PAVEMENT MARKING (STOP AHEAD)	EACH	4		
716-08.12	REMOVAL OF PAVEMENT MARKING (ONLY)	EACH	3		
717-01	MOBILIZATION	L.S.	320		
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7		
730-02.17	SIGNAL HEAD ASSEMBLY (150A2H WITH BACKPLATE)	EACH	4		
730-02.18	SIGNAL HEAD ASSEMBLY (150A2V POLE MOUNTED)	EACH	4		
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5		
730-05.01	ELECTRICAL SERVICE CONNECTION	ALLOW.	1	\$5,000.00	\$5,000.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	500		

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2,950		
730-12.03	CONDUIT 3" DIAMETER (PVC) (SCHEDULE 40)	L.F.	225		
730-12.16	CONDUIT (3" DIAMETER) (SDR 13.5 HDPE) (DIRECTIONAL BORE)	L.F.	260		
730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	4		
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	3		
730-15.07	CABINET EIGHT PHASE BASE MOUNTED	EACH	1		
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1		
730-23.31	PEDESTAL POLE (WITH POLE MOUNTED SIGNAL, PEDESTRIAN SIGNAL AND PUSHBUTTON)	EACH	2		
730-23.96	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 50')	EACH	1		
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 60')	EACH	1		
730-26.04	AUDIBLE PEDESTRIAN SIGNAL	EACH	8		
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	8		
803-01	SODDING (NEW SOD)	S.Y.	20		
TOTAL BID PRICE					

Total in Words: _____

Contractor: _____

Phone: _____

Authorized Representative: _____

Print Name: _____

Date: _____

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Sworn to and subscribed before me

Bidder (1)

By: _____ this _____ day of _____,

Printed Name and Title	Notary Public
My commission expires	

(Seal)

Sworn to and subscribed before me

_____ Bidder (2)

By: _____ this _____ day of _____,

Printed Name and Title	Notary Public
My commission expires	

(Seal)

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CITY OF BARTLETT
BARTLETT, TENNESSEE
PROPOSAL BOND
CONTRACT NO. _____

Principal: _____
 Print Name of Principal

Surety: _____
 Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the **CITY**, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal (1)	Surety (1)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)
Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

***NOTE:** The signature and information for Principal (2) and Surety (2) is to be provided when there is a joint venture.

CITY OF BARTLETT
BARTLETT, TENNESSEE
PROPOSAL GUARANTEE
CONTRACT NO. _____

Bidder: _____

Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the **CITY**, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the **CITY** shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)

Bidder (2)*

By: _____

By: _____

Print Name and Title

Print Name and Title

Date

Date

***NOTE:** The signature and information for Bidder(2) is to be provided when there is a joint venture.

CITY OF BARTLETT
BARTLETT, TENNESSEE
CONTRACT NO. _____

This agreement is made and executed in three (3) originals, between the **CITY**, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The **CITY** did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements
 - (o) City of Bartlett Special Conditions

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the **CITY**.
4. The **CITY** agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the **CITY** and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the **CITY** under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the **CITY**, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the **CITY** as an additional insured.
7. The Contractor shall indemnify and hold harmless the **CITY** and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the **CITY** may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the **CITY** to protect the **CITY** from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

CITY OF BARTLETT

BARTLETT, TENNESSEE

This Contract is accepted this _____ day of _____ ,
and is effective on the _____ day of _____ ,

CITY Official

Approved:

CITY Attorney

***NOTE:** The signature and information for Contractor 2 is to be provided when there is a joint venture.

CONTRACT PAYMENT AND PERFORMANCE BOND**CONTRACT NO.** _____

Be it known that _____,
 as Principal, and _____,
 as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the
CITY, and other potential claimants, for all obligations incurred by the Principal under its contract with
CITY, for the construction of the above identified contract; in the full contract amount of

 _____ (\$ _____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

 _____ (\$ _____).
 in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **CITY** in the full contract amount of

 _____ (\$ _____).
 in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **CITY** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **CITY** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the **CITY** the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____ Date: _____

Printed Name and Title

(For Joint Venture) Principal/Contractor 2:

By: _____ Date: _____

Printed Name and Title

Surety 1:

Surety 2:

By: _____ By: _____

Attorney-in-Fact

Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

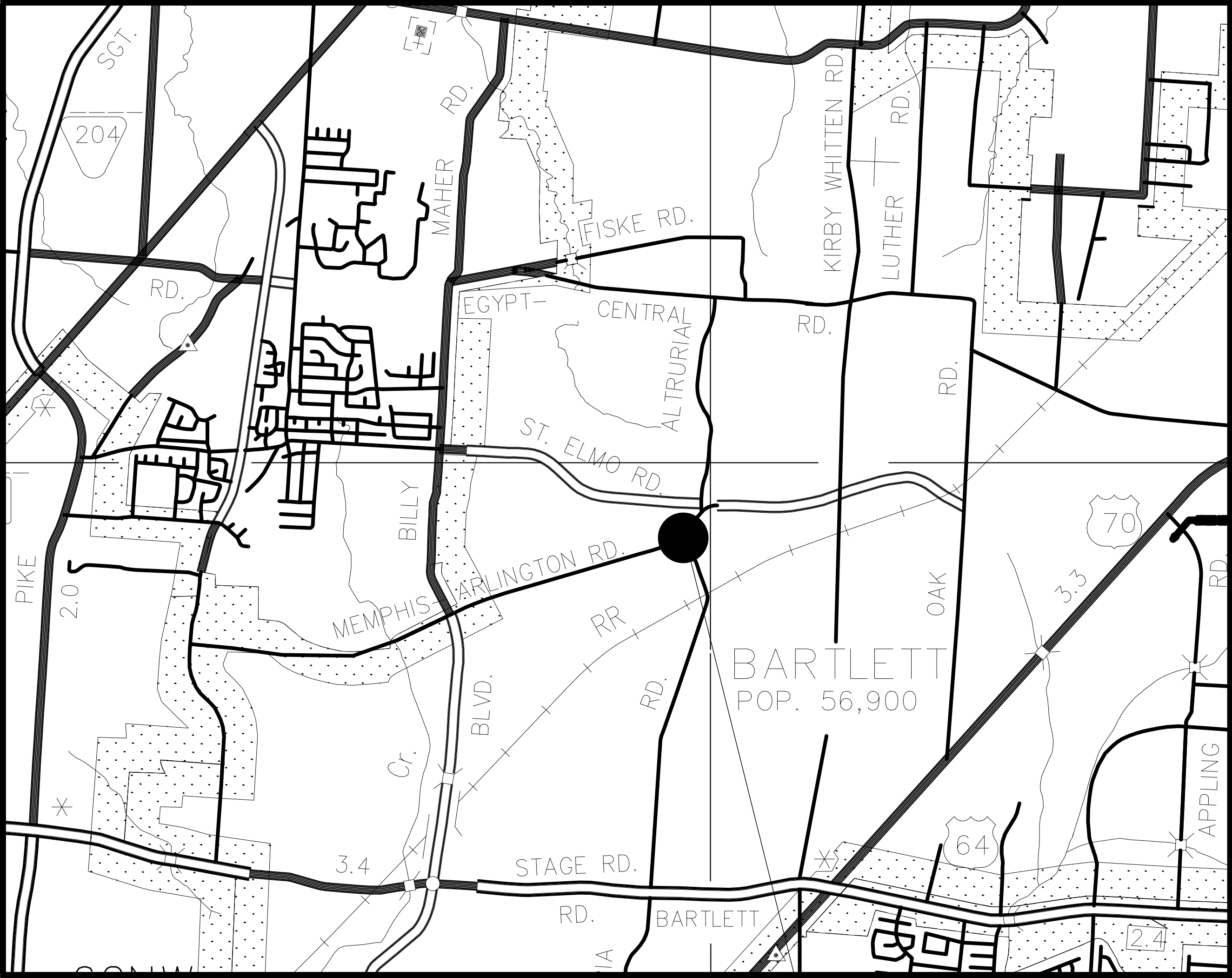
(Seal)

Subsequent correspondence/communication from **CITY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number



SITE LOCATION MAP
SCALE 1"=2000'

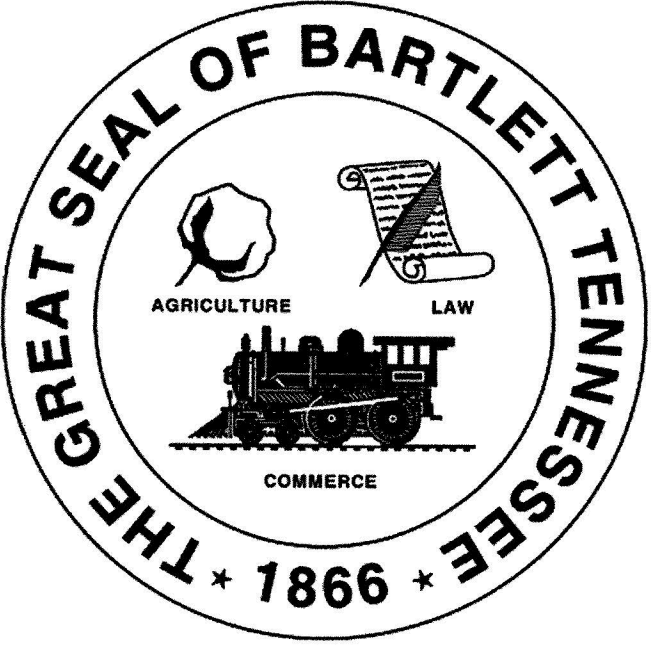
PROJECT LOCATION
INTERSECTION OF MEMPHIS-ARLINGTON ROAD
AND ALTRURIA ROAD.

MAYOR:
A. Keith McDonald

ALDERMAN:
W.C. (Bubba) Pleasant
Emily Elliott
David Parsons
Bobby Simmons
Jack Young
Paula Sedgwick

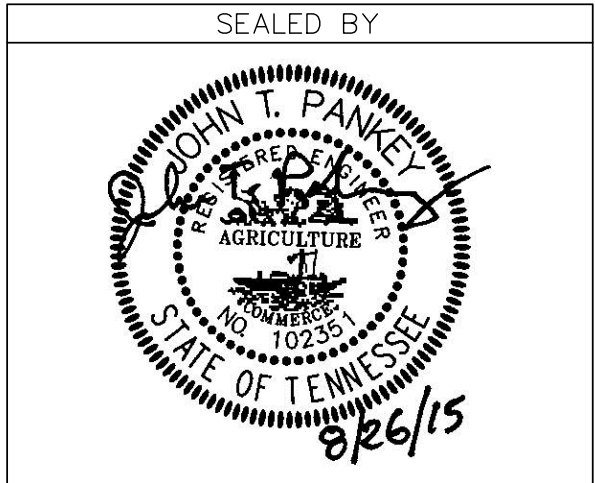
TRAFFIC DATA	
ADT (2014)	5934
ADT (2034)	6824
DHV (2034)	1325
D	55 - 45
T (ADT)	17 %
T (DHV)	10 %
V	40-35 MPH

ALTRURIA ROAD INTERSECTION
AT
MEMPHIS-ARLINGTON ROAD
SIGNAL PLANS
CONSTRUCTION PLANS
PREPARED FOR:
THE CITY OF BARTLETT
SHELBY COUNTY, TENNESSEE



LOCALLY MANAGED
PROJECT

PIN 115526.00
FEDERAL CONST. #: STP-M-4384(5)
STATE PE. #: 79LPLM-F1-226
STATE R.O.W.#: 79LPLM-F2-227
STATE CONST.#: 79LPLM-F3-228



APPROVED BY:
A. Keith McDonald 8/24/15
MAYOR DATE:

APPROVED BY:
W. A. Sedgwick 8/24/15
CITY ENGINEER DATE:

THIS PROJECT TO BE CONSTRUCTED UNDER THE
STANDARD SPECIFICATIONS OF THE TENNESSEE
DEPARTMENT OF TRANSPORTATION DATED
JANUARY 1, 2015 AND ADDITIONAL
SPECIFICATIONS AND SPECIAL PROVISIONS
CONTAINED IN THE PLANS AND IN THE PROPOSAL
CONTRACT.

STANDARD ROADWAY DRAWINGS

ROADWAY DESIGN STANDARDS

ROADWAY AND PAVEMENT APPURTENANCES

TRAFFIC CONTROL APPURTENANCES

W:\7968\Transportation\Drawings\plans\7968 SIGNAL QUANTITIES.dwg, 8/26/2015 1:34:41 PM, DWG To PDF.pc3

ESTIMATED SIGNAL QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
203-01.60	ROAD EXCAVATION (EXISTING DRIVEWAY PAVEMENT, SIDEWALK, CURB AND GUTTER)	C.Y.	80
303-01.09	MINERAL AGGREGATE, TYPE "A" BASE, GARDING "D" (LIMESTONE)	TONS	32
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"	TONS	12
402-01	PRIME COAT	TONS	0.20
403-01	TACK COAT	TONS	0.10
411-01.10	ACS MIX (PG64-22) GRADING "D"	TONS	7
701-01.01	CONCRETE SIDEWALK (4")	S.F.	600
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	316
701-02.02	CONCRETE DRIVEWAY (8")	S.F.	540
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10
712-01	TRAFFIC CONTROL	L.S.	1
10) 713-17	REMOVAL OF SIGNS, POSTS, AND FOOTINGS	L.S.	1
3) 1) 716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	255
3) 2) 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	135
3) 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5
3) 716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3
3) 716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	600.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	320.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	120.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN ARROW)	EACH	6.00
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1.00
716-08.11	REMOVAL OF PAVEMENT MARKING (STOP AHEAD)	EACH	4.00
716-08.12	REMOVAL OF PAVEMENT MARKING (ONLY)	EACH	3.00
717-01	MOBILIZATION	L.S.	1
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7
730-02.17	SIGNAL HEAD ASSEMBLY (150A2H WITH BACKPLATE)	EACH	4
730-02.18	SIGNAL HEAD ASSEMBLY (150A2V POLE MOUNTED)	EACH	4
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5
6) 730-05.01	ELECTRICAL SERVICE CONNECTION	ALLOW	\$ 5,000.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	500
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2,950
730-12.03	CONDUIT 3" DIAMETER (PVC) (SCHEDULE 40)	L.F.	225
730-12.16	CONDUIT (3" DIAMETER) (SDR 13.5 HDPE) (DIRECTIONAL BORE)	L.F.	260
730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	4
4) 730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	3
7) 730-15.07	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1
8) 730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1
9) 730-23.31	PEDESTAL POLE (WITH POLE MOUNTED SIGNAL, PEDESTRIAN SIGNAL AND PUSHBUTTON)	EACH	2
730-23.96	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 50')	EACH	1
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 60')	EACH	1
730-26.04	AUDIBLE PEDESTRIAN SIGNAL	EACH	8
5) 730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	8
803-01	SODDING (NEW SOD)	S.Y.	20

FOOTNOTES

- 1) CROSSWALK MARKINGS SHALL BE 12” WHITE LINES.
- 2) STOP LINE MARKINGS SHALL BE 24” WHITE LINES.
- 3) ALL PAVEMENT MARKINGS SHALL BE HOT THERMOPLASTIC.
- 4) ITERIS VANTAGE VECTOR SYSTEM SHALL BE USED FOR THE NORTH ANS SOUTH BOUND APPROACHES ON MEMPHIS-ARLINGTON ROAD AND THE WEST BOUND APPROACH ON ALTRURIA ROAD, ITERIS VANTAGE SYSTEM (RZ-4) SHALL BE USED FOR THE EAST BOUND APPROACH DRIVEWAY. INCLUDE FOUR (4) CAMERA SENSOR UNITS, ONE PROCESSAR UNIT, HARDWARE, SOFTWARE, CAMERA MOUNTING ASSEMBLIES, POWER CABLING, COAXIAL CABLING, CONDUIT, SURGE PROTECTION, AND ALL RELATED EQUIPMETN TO PROVIDE ALL DETECTION ZONES SHOWN ON THE PLANS. SEE SPECIAL PROVISION 730V FOR ADDITIONAL INFORMATION AND STANDARD DRAWING T-SG-3A FOR DETAILS.
- 5) AUDIBLE PEDESTRIAN SIGNAL SYSTEM SHALL BE POLARA ENGINEERING, INC. EZ COMMUNICATOR NAVIGATOR 2-WIRE (EN2).
- 6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE SIGNAL CONTROLLER. THESE CHARGES SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 730-05.01 FOR PAYMENT BY THE CONTRACTOR.
- 7) THE EMERGENCY PREEMPTION EQUIPMENT TO BE GTT/3M OPTICOM SYSTEM, INCLUDES FOUR (4) CHANNEL PHASE SELECTOR TO BE INSTALLED IN THE TRAFFIC SIGNAL CONTROLLER CABINET, OPTICAL DETECTORS, CONFIRMATION LAMPS (PAR 90), POLE MOUNTED BEACONS, AND CARD RACK AND ALL OTHER CABLING, CONNECTIONS, AND HARDWARE NECESSARY TO COMPLETE INSTALLATION OF A FULLY FUNCTIONAL PREEMPTION SYSTEM INCLUDING FIELD FINE TUNING.
- 8) THE CONTROLLER CABINET SHALL BE AN EIGHT PHASE CABINET.
- 9) CONTROLLER TO BE AN 8 PHASE, FULLY ACTUATED EAGLE EPAC 3708M52.
- 10) REMOVED SIGNS TO BE TURNED OVER TO THE CITY OF BARTLETT.

<table><tr><td>ITEM NO.</td><td>DESCRIPTION OF</td><td>APPROVAL DATE</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>			ITEM NO.	DESCRIPTION OF	APPROVAL DATE																																SHEET 1 OF 1 DIVISION OF ENGINEERING	
ITEM NO.	DESCRIPTION OF	APPROVAL DATE																																				
MEM.-ARL. & ALTRURIA SIGNAL CITY OF BARTLETT ENGINEER: FISHER & ARNOLD, INC.			MEM.-ARL. RD & ALTRURIA RD SIGNAL QUANTITIES																																			
SURVEY: F & A, INC. DESIGN BY: F & A, INC. DRAWN BY: F & A, INC.			DATE: 06/2013 DATE: 08/2013 DATE: 09/2013	PROJECT NO.: D7968 BOOK: SCALE: N/A																																		
REVIEWED  CITY ENGINEER DATE																																						

Attachment: Bartlett Signal Design 8-26-15 (L636 - Bid for Altruria Road Intersection at Memphis-Arlington Road Traffic Signal)

GENERAL NOTES

SEEDING AND SODDING

- (1) SOD SHALL BE PLACED AT LOCATIONS SHOWN ON THE PLANS TO PREVENT DAMAGE TO ADJACENT FACILITIES AND PROPERTY DUE TO EROSION ON ALL NEWLY GRADED CUT AND FILL SLOPES AS WORK PROGRESSES.

UTILITIES

- (1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY CONTACTING THE UTILITY COMPANIES INVOLVED. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.
- (2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR IT'S REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.
- (3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
- (4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.
- (5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106.

RIGHT - OF - WAY

- (6) EXISTING PAVED DRIVEWAY PER TRACT REMAINDER WILL BE REPLACED IN KIND TO A TOUCHDOWN POINT.
- (7) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT OR UNTIL THE GRADE IS LESS THAN 7 PERCENT.
- (8) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED A SHOULDER WIDTH FROM THE EDGE OF PAVEMENT AND THE REMAINDER OF THAT DRIVEWAY REPLACED IN KIND TO A TOUCHDOWN POINT.
- (9) ANY NECESSARY PAVING OF DRIVEWAYS WILL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.
- (10) NEW DRIVEWAYS PROVIDED IN THE PLANS WILL BE PAVED BASED ON THE 7 PERCENT CRITERIA. THOSE 7 PERCENT OR STEEPER IN GRADE WILL BE PAVED AND THOSE FLATTER THAN 7 PERCENT WILL BE COVERED WITH BASE STONE.

FINAL PAVEMENT MARKING IF 4” SPRAY THERMOPLASTIC (40 mil) IS USED

- (11) PERMANENT PAVEMENT LINE MARKINGS SHALL BE 4” SPRAY THERMOPLASTIC (40 mil) INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY’S WORK. SHORT UNMARKED SECTIONS SHALL NOT BE ALLOWED. PAVEMENT MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 716-13.06, SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE), L.M. THE CONTRACTOR SHALL HAVE THE OPTION OF USING REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY’S WORK AND THEN INSTALLING THE PERMANENT MARKINGS AFTER THE PAVING OPERATION IS COMPLETED. THE TEMPORARY MARKINGS FOR THE FINAL SURFACE WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR THE PERMANENT MARKINGS.

SIGNALIZATION

- (12) ANY SIGNAL HEADS, WHEN VISIBLE TO DRIVERS BUT NOT OPERATIONAL, SHALL BE COMPLETELY COVERED.
- (13) SIGNAL HEADS SHALL FLASH A MINIMUM OF SEVEN (7) DAYS PRIOR TO ACTIVATION OF THE SIGNAL.

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

- (14) ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.
- (15) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN THE ORIGINAL UNIT PRICE BID FOR ITEM NO 712-06, SIGNS (CONSTRUCTION) PER SQUARE FOOT.
- (16) TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.
- (17) ALL CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

EROSION PREVENTION AND SEDIMENT CONTROL

DISTURBED AREA

- (18) PRE-CONSTRUCTION VEGETATIVE GROUND COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED (I.E. CLEARING AND GRUBBING INITIATED) MORE THAN 10 CALENDAR DAYS PRIOR TO GRADING OR EARTH MOVING ACTIVITIES UNLESS THE AREA IS MULCHED, SEEDED WITH MULCH, OR OTHER TEMPORARY COVER IS INSTALLED.
- (19) ALL DISTURBED AREAS SHALL BE PROPERLY STABILIZED AS SOON AS PRACTICABLE. PRIORITY SHALL BE GIVEN TO FINISHING OPERATIONS AND PERMANENT EPSC MEASURES OVER TEMPORARY EPSC MEASURES ON ALL PROJECTS.

SEDIMENT CONTROL

- (20) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT THE OFF-SITE MIGRATION OR DEPOSIT OF SEDIMENT ON ROADWAYS USED BY THE GENERAL PUBLIC. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT REACHED A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT THAT HAS ESCAPED THE CONSTRUCTION SITE AND HAS COLLECTED IN A STREET MUST BE REMOVED SO THAT IT IS NOT SUBSEQUENTLY WASHED INTO STORM SEWERS AND STREAMS BY THE NEXT RAIN AND/OR SO THAT IT DOES NOT POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS). ARRANGEMENTS CONCERNING REMOVAL OF SEDIMENT ON ADJOINING PROPERTY MUST BE SETTLED WITH THE ADJOINING PROPERTY OWNER BEFORE REMOVAL OF SEDIMENT.

LITTER, DEBRIS, WASTE, PETROLEUM

- (21) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION WASTES FROM ENTERING WATERS OF THE STATE/U.S.

- (22) THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS OF THE STATE/U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES, INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). APPROPRIATE CONTAINMENT MEASURES FOR THESE AREAS SHALL BE USED. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURES SHALL BE TAKEN IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR

SPECIAL NOTES

SIGNALIZATION

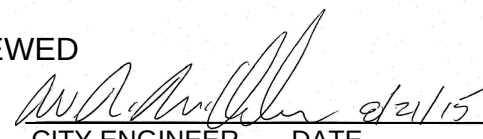
- (23) THE DESIGN OF TRAFFIC SIGNAL SUPPORT POLES, MAST ARMS, STRAIN POLES, ETC. SHALL BE IN CONFORMANCE WITH THE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINARIES AND TRAFFIC SIGNALS, CURRENT EDITION. OVERHEAD CANTILEVERED TRAFFIC SIGNAL STRUCTURES SHALL BE DESIGNED FOR FATIGUE CATEGORY 1.
- (24) ALL CIRCULAR, ARROW AND PEDESTRIAN INDICATIONS WITHIN ALL VEHICULAR SIGNAL HEADS AND PEDESTRIAN SIGNALS PROPOSED FOR THIS PROJECT, SHALL CONSIST OF A LONG LIFE LED (LIGHT EMITTING DIODE) SIGNAL MODULE UNLESS OTHERWISE NOTED IN THE PLANS.
- (25) CIRCULAR INDICATIONS SHALL MEET "ITE VTCSH-LED CIRCULAR SIGNAL SUPPLEMENT" FOR EXPANDED/EXTENDED VIEW.
- (26) ARROW INDICATIONS SHALL MEETING "ITE VTCSH-3 LED ARROW SPECIFICATION" FOR EXPANDED/EXTENDED VIEW.
- (27) INCANDESCENT OR SCREW-IN MODULES ARE NOT ACCEPTABLE.
- (28) COMPATIBILITY WITH CONFLICT MONITORS AND LOAD SWITCHES SHALL BE TESTED AND CONFIRMED.
- (29) THE CONTRACTOR SHALL CONTACT THE CITY OF MEMPHIS AT 528-2844 AT LEAST 48 HOURS PRIOR TO POURING CONCRETE FOR FOUNDATIONS.
- (30) THE CONTRACTOR SHALL DELIVER THE CONTROLLER AND CONFLICT MONITOR TO THE CITY OF MEMPHIS TRAFFIC SIGNAL SHOP 30 DAYS PRIOR TO SIGNAL TURN ON.
- (31) THE TRAFFIC CONTROLLER INSTALLATION ALONG WITH ALL AUXILIARY EQUIPMENT TO BE INSTALLED IN THE CABINET SHALL BE MANUFACTURED, SUPPLIED, AND INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF MEMPHIS TRAFFIC SIGNAL CONTROLLER AND CABINET SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE CITY OF MEMPHIS "DESIGN STANDARDS" FOR INSTALLATION DETAILS (SHEETS TS1- THROUGH TS-10).
- (32) THE TRAFFIC SIGNAL CONTROLLER SHALL BE AN EAGLE EPAC 370-8M52 8-PHASE KEYBOARD UNIT. THE TRAFFIC SIGNAL CONTROLLER SHALL HAVE BUILT IN STRETCH AND DELAY FEATURES FOR EACH PHASE, AS APPROVED BY THE CITY. CONTROLLER SHALL BE FIBER READY.
- (33) CABLE SPLICING SHALL BE ACCOMPLISHED IN THE BASE OF EACH POLE IN ACCORDANCE WITH STANDARD CITY OF MEMPHIS SPLICING STANDARDS AND DETAILS.
- (34) CONTRACTOR SHALL CONTACT BECKY BAILEY AT 901-385-6499 AT LEAST 48 HOURS PRIOR TO POURING CONCRETE FOR POLE FOUNDATIONS AS WELL AS INSTALLING LOOP SEALANT.

MISCELLANEOUS

- (35) DURING CONSTRUCTION, IF ANY VEGETATION IN THE LANDSCAPED AREAS IS KILLED OR IRREPARABLY DAMAGED (AS DETERMINED BY THE CITY OF BARTLETT), IT WILL BE REPLACED IN KIND AS PART OF THE SIGNAL CONSTRUCTION PROJECT.
- (36) THE EXISTING BUSHES ON THE SOUTHWEST CORNER OF THE INTERSECTION (TRACT 4) ARE YAUPON HOLLIES.

ITEM NO.	DESCRIPTION OF	APPROVAL DATE
MEM.-ARL. & ALTRURIA SIGNAL CITY OF BARTLETT ENGINEER: FISHER & ARNOLD, INC.		

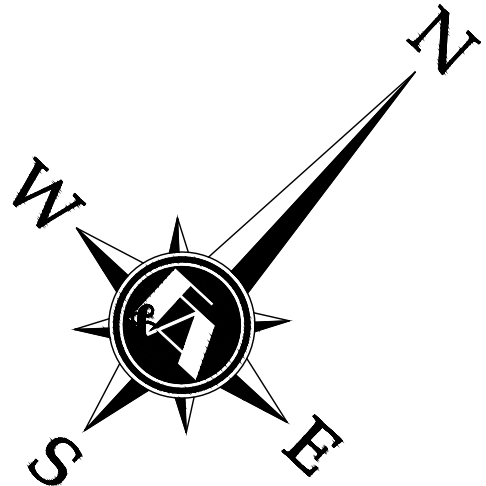


DIVISION OF ENGINEERING		
MEM.-ARL. RD & ALTRURIA RD		
GENERAL NOTES AND SPECIAL NOTES		
SURVEY: F & A, INC.	DATE: 06/2013	PROJECT NO.: D7968
DESIGN BY: F & A, INC.	DATE: 08/2013	BOOK:
DRAWN BY: F & A, INC.	DATE: 09/2013	SCALE: 1"=20'
REVIEWED		
 8/21/15		
CITY ENGINEER DATE		

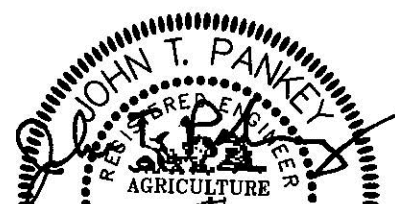
Attachment: Bartlett Signal Design 8-26-15 (L636 - Bid for Altruria Road Intersection at Memphis-Arlington Road Traffic Signal)

REVISIONS:

DATE: 4/14/14 – REVISED T.C.E. ON TRACT 4.



ITEM NO.	DESCRIPTION OF	APPROVAL DATE



MEM.-ARL. & ALTRURIA SIGNAL

CITY OF BARTLETT

ENGINEER: FISHER & ARNOLD, INC.

DIVISION OF ENGINEERING

MEM.-ARL. RD & ALTRURIA RD

PROPERTY MAP

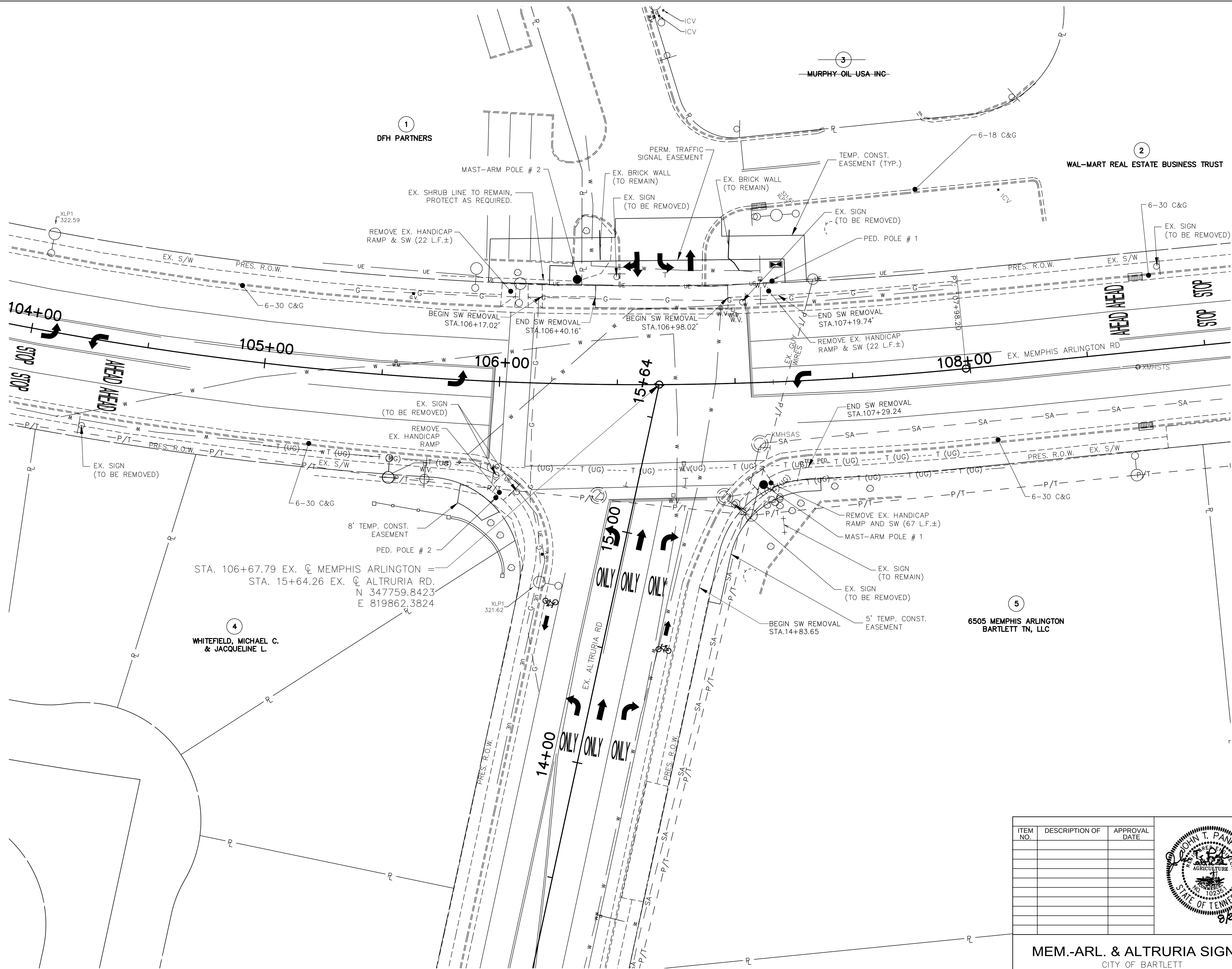
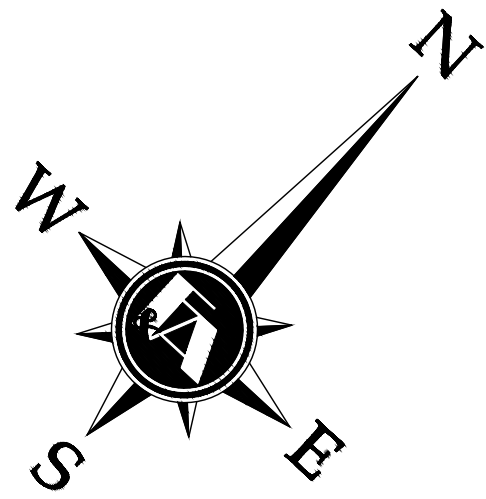
SURVEY: F & A, INC.	DATE: 06/2013	PROJECT NO.: D7968
DESIGN BY: F & A, INC.	DATE: 08/2013	BOOK:
DRAWN BY: F & A, INC.	DATE: 09/2013	SCALE: 1"=50'

REVIEWED



CITY ENGINEER DATE 9/2/15

REVISIONS:
DATE: 4/14/14 -- REVISED T.C.E. ON TRACT 4.



- NOTES:
- SEE R.O.W. DETAILS (SHEET NO. 04B) FOR EXISTING AND PROPOSED EASEMENT DATA.
 - ALL PAVEMENT MARKINGS WITHIN PROJECT LIMITS TO BE REMOVED AND REPLACED PER PROPOSED LAYOUT.

ITEM NO.	DESCRIPTION OF	APPROVAL DATE

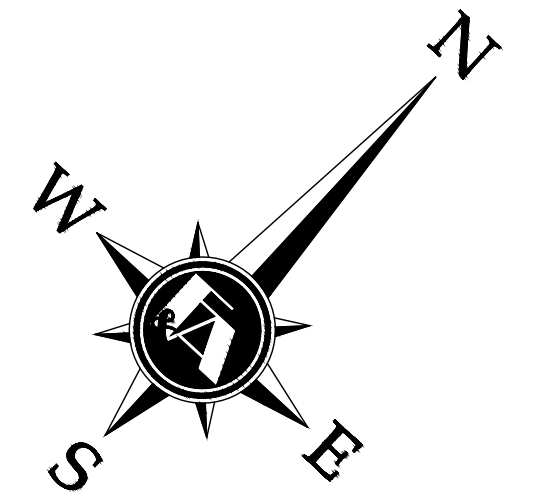
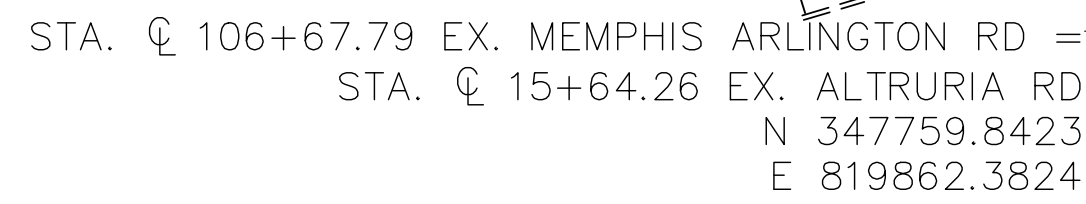
MEM.-ARL. & ALTRURIA SIGNAL
CITY OF BARTLETT
ENGINEER: FISHER & ARNOLD, INC.

DIVISION OF ENGINEERING
**MEM.-ARL. RD & ALTRURIA RD
PRESENT LAYOUT**

SURVEY: F & A, INC.	DATE: 06/2013	PROJECT NO.: D7968
DESIGN BY: F & A, INC.	DATE: 08/2013	BOOK:
DRAWN BY: F & A, INC.	DATE: 10/2013	SCALE: 1"=20'

REVIEWED

CITY ENGINEER DATE



DIVISION OF ENGINEERING
MEM.-ARL. RD & ALTRURIA RD
PROPOSED LAYOUT

SURVEY: F & A, INC. DATE: 06/20/13 PROJECT NO.: D7968
DESIGN BY: F & A, INC. DATE: 08/2013 BOOK:
DRAWN BY: F & A, INC. DATE: 10/2013 SCALE: 1"=20'

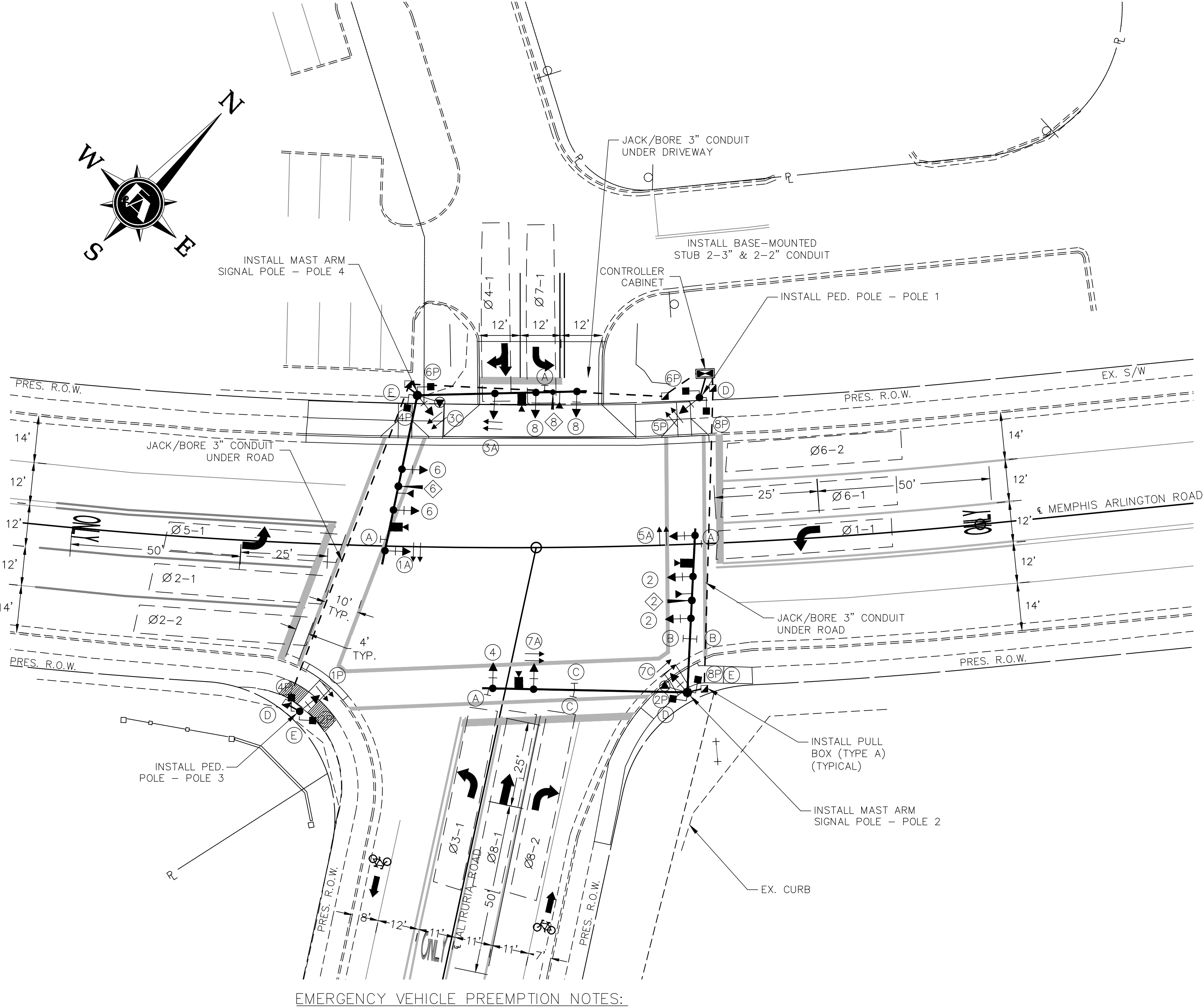
REVIEWED  6/24/15
CITY ENGINEER DATE



NOTES

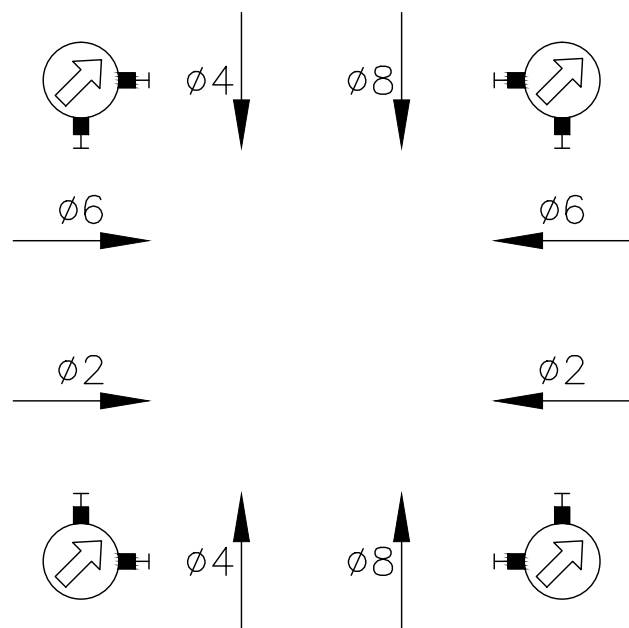
1. PRIOR TO INSTALLATION STAKE ALL OF THE POLE LOCATIONS FOR REVIEW AND APPROVAL BY THE CITY OF BARTLETT.
2. PRIOR TO FINAL WIRING, THE CITY OF BARTLETT SHALL BE CONTACTED IN ORDER TO REVIEW AND APPROVE THE SIGNAL HEAD PLACEMENT.
3. THE LOCATION OF ANY UTILITIES THAT MAY BE SHOWN ON THE PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE AND VERIFY ALL OF THE OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
4. MAINTAIN A MINIMUM CLEAR DISTANCE OF 48" FROM THE EDGE OF WHEELCHAIR RAMP TO POLES.
5. THE SIGNAL INSTALLATION SHALL MEET NATIONAL ELECTRIC SAFETY CODE AND LOCAL UTILITY REQUIREMENTS FOR CLEARANCE AND ATTACHMENT HEIGHTS.
6. INSTALL SIGNS AND MARKINGS AS SHOWN PER CITY OF BARTLETT STANDARDS AND IN STRICT ACCORDANCE WITH THE LATEST REVISED EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. ALL TRAFFIC SIGNAL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE CITY OF MEMPHIS TRAFFIC SIGNAL SPECIFICATIONS AND NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) STANDARDS.
8. THE CONTRACTOR SHALL REFER TO THE CITY OF MEMPHIS DESIGN STANDARDS (SHEETS TS-1 THROUGH TS-10) FOR INSTALLATION DETAILS.
9. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER PRIOR TO COMMENCING CONSTRUCTION.
10. THE PROPOSED LOCATION OF THE SIGNAL SUPPORT POLES, AS SHOWN ON THESE PLANS, IS APPROXIMATE. SOME FIELD ADJUSTMENTS MAY BE REQUIRED IN ORDER TO AVOID CONFLICTS WITH EITHER UNDERGROUND OR OVERHEAD UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND STAKING THE OPTIMUM LOCATION FOR THE POLE AND FOR RECEIVING APPROVAL FROM THE CITY AND THE APPROPRIATE UTILITIES BEFORE INSTALLATION BEGINS.
11. PEDESTRIAN SIGNAL HEADS ON THE POLES ARE TO BE LOCATED SUCH THAT THE BOTTOM OF THE INDICATIONS ARE A MINIMUM OF 8 FEET FROM THE BASE OF THE POLE.
12. MUTCD SIGN R10-3E (9"x15") SHALL BE MOUNTED ON THE PUSHBUTTON AND SPEAKER UNIT.
13. THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS NECESSARY TO PROVIDE ELECTRICAL SERVICE TO THE CONTROLLER.
14. PRIOR TO ACTIVATION, THE DETECTION AREAS FOR THE VIDEO CAMERAS SHALL BE REVIEWED AND ADJUSTED AS NECESSARY BY THE CITY OF BARTLETT.
15. SEE SHEET 5A FOR DETECTION AREAS AND POLE LOCATIONS.
16. THE CONTRACTOR SHALL CONTACT THE CITY OF MEMPHIS TRAFFIC SIGNAL MAINTENANCE DEPT. AT 528-2844 AT LEAST 48 HOURS PRIOR TO POURING CONCRETE FOR FOUNDATIONS.
17. THE CONTRACTOR SHALL PROVIDE THE CITY ENGINEER AND THE ENGINEER OF RECORD ALL DETAILED EQUIPMENT DATA SUBMITTALS AT LEAST ONE WEEK MINIMUM PRIOR TO PRE-CONSTRUCTION CONFERENCE. PRIOR TO ORDERING SIGNALIZATION EQUIPMENT ALL SUBMITTALS ARE TO BE REVIEWED AND APPROVED BE THE CITY'S TRAFFIC ENGINEER.
18. THE CONTRACTOR SHALL DELIVER THE CONTROLLER AND CONFLICT MONITOR TO THE CITY OF MEMPHIS TRAFFIC SIGNAL SHOP ALONG WITH THE PROPOSED SIGNAL TIMINGS 30 DAYS PRIOR TO SIGNAL TURN ON.
19. ALL SIGNAL DISPLAYS, INCLUDING PEDESTRIAN DISPLAYS, SHALL BE ILLUMINATED WITH LONG LIFE LIGHT EMITTING DIODES (LED'S) (MIN 15 YEAR WARRANTY).
20. ALL PROPOSED SIGNAL HEADS SHALL BE BAGGED AND COMPLETELY COVERED UNTIL THEY ARE PUT TO USE.
21. SIGNAL HEADS CAN BE BAGGED A MAXIMUM OF SEVEN DAYS. SIGNALS SHALL OPERATE IN FLASH MODE FOR SEVEN DAYS PRIOR TO BECOMING OPERATIONAL.
22. ALL TRAFFIC CONTROL DEVICES, INCLUDING TRAFFIC SIGNALS, ARE TO COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
23. A TRAFFIC CONTROL PLAN SEALED BY AN ENGINEER REGISTERED IN THE STATE OF TENNESSEE SHALL BE SUBMITTED TO THE CITY OF BARTLETT FOR APPROVAL PRIOR TO ANY TEMPORARY LANE CLOSURES.
24. ALL UNDERGROUND CONDUIT SHALL BE PVC (SCHEDULE 40).
25. THE TOP OF POLE FOOTINGS MUST BE FLUSH WITH THE ADJACENT SIDEWALK.
26. CURB MARKERS SHALL BE INSTALLED TO IDENTIFY CABLES THAT ARE IN OR NEAR THE STREET. CURB MARKERS ARE TO BE FOUR-INCH DIAMETER ROUND DISKS APPLIED TO CONCRETE OR METAL SURFACES WITH AN ADHESIVE ACCORDING TO THE RECOMMENDATION OF THE MANUFACTURER. CURB MARKERS ARE TO BE INSTALLED ON CABINET AND POLE FOUNDATIONS ON THE SIDE ABOVE THE CABLE. CURB MARKERS ARE ALSO TO BE PLACED ON THE CURB AT 100-FOOT SPACING ALONG ANY RUN OF CABLE THAT IS PARALLEL TO THE CURB. WHERE PAVED SHOULDER EXIST INSTEAD OF CURB, PLACE CURB MARKERS ON THE PAVEMENT SURFACE ONE FOOT FROM THE EDGE OF THE SURFACE, OR DIRECTLY OVER THE CONDUIT OR CABLE. CURB MARKERS ARE TO BE DURACAST STYLE CURB MARKERS AS MADE BY DAS MANUFACTURING, WILLIAM FRICK AND CO., OR APPROVED EQUAL. CURB MARKERS SHALL BE ABRASION AND UV-RESISTANT.
27. STUB 2-3" PVC CONDUITS OUT OF EACH POLE IN THE DIRECTIONS LISTED BELOW.

CONTROLLER CABINET: WEST AND EAST
POLE #1: NORTH
POLE #2: NORTH
POLE #3: WEST
POLE #4: WEST
28. ALL PEDESTRIAN PUSH BUTTONS/POLES MUST MEET ADA STANDARDS.



EMERGENCY VEHICLE PREEMPTION NOTES:

1. THE CONTRACTOR SHALL ADJUST OR MODIFY THE LOCATIONS OF THE DETECTIONS TO ACHIEVE RELIABLE PERFORMANCE (AS DETERMINED BY THE ENGINEER) WHEN FIELD TESTED WITH ACTUAL FIRE DEPARTMENT VEHICLES .
2. REGARDLESS OF THE ENGINEERS PREINSTALLATION APPROVAL, THE CONTRACTOR SHALL ADJUST OR MODIFY THE LOCATIONS OF THE CONFIRMATION LAMPS AND BEACONS TO ACHIEVE SATISFACTORY VISIBILITY (AS DETERMINED BY THE ENGINEER).
3. ALL EMERGENCY VEHICLES PREEMPTION EQUIPMENT INCLUDING OPTICAL DETECTOR CABLE SHALL BE SUPPLIED BY THE SAME MANUFACTURER.
4. CONFIRMATION LAMP UNIT MAY BE COMBINED WITH THE OPTICAL DETECTOR UNIT. HOWEVER, IN ALL CASES CONFIRMATION LAMPS SHALL BE INSTALLED BESIDE AND FACING THE SAME DIRECTION AS THE SIGNAL HEADS FOR EACH APPROACH.



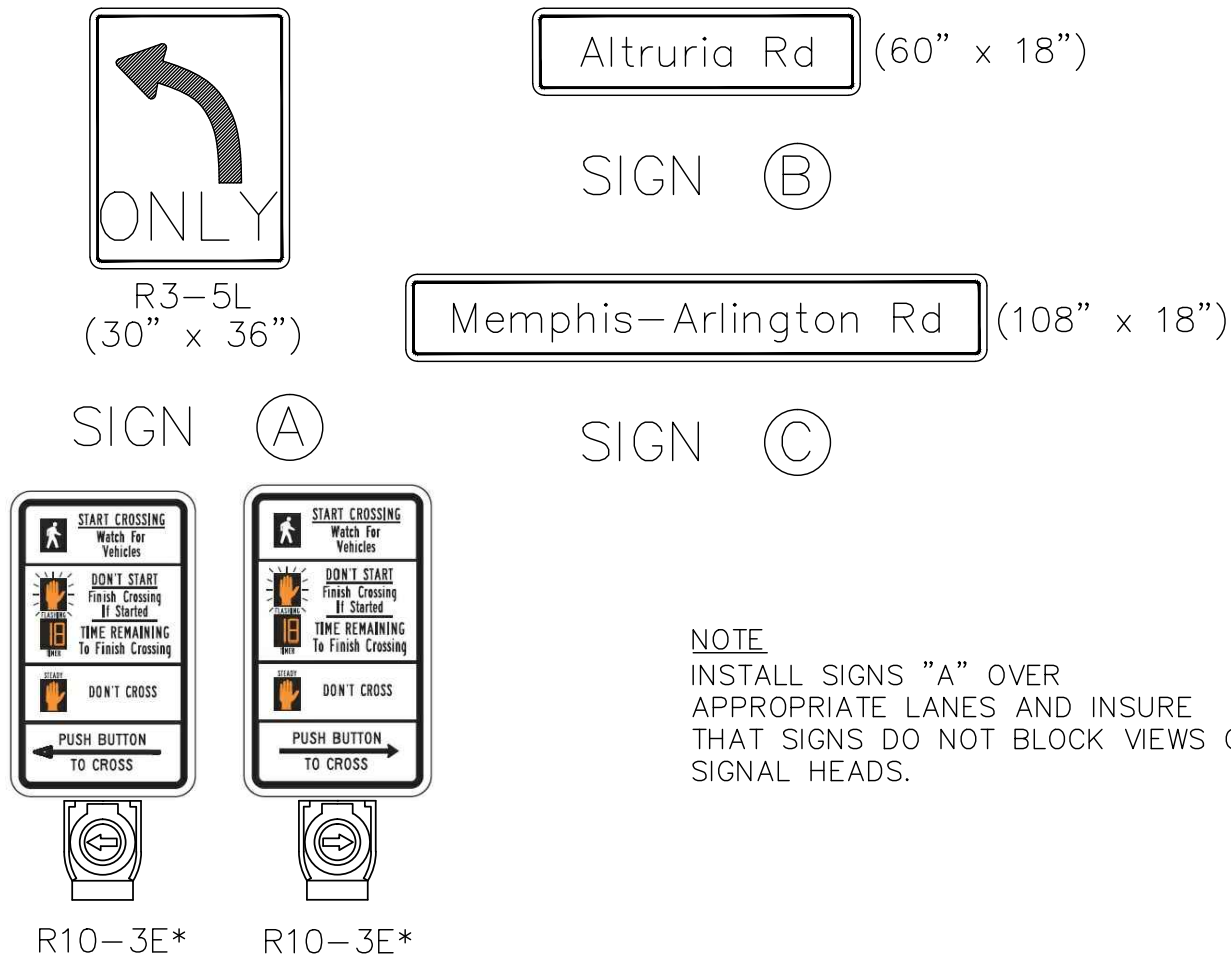
PUSHBUTTON ORIENTATION AND PHASE ASSIGNMENT

SIGNALIZATION LEGEND

PROPOSED FEATURES

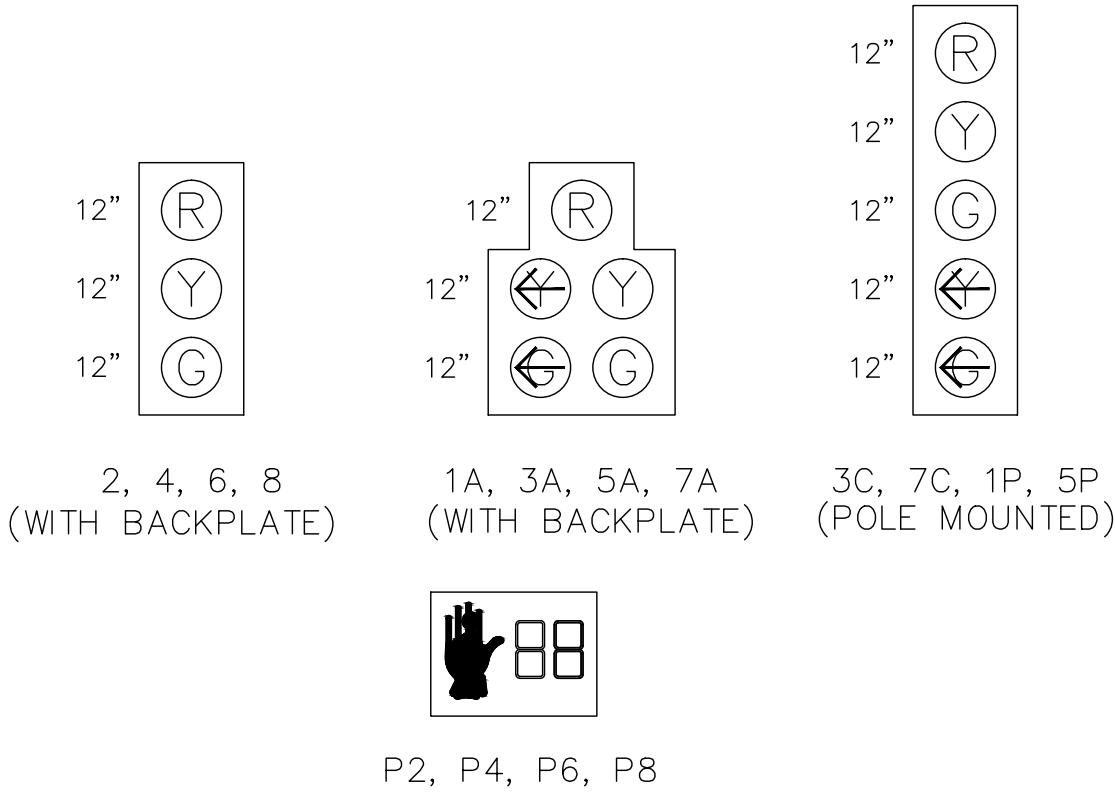
- MAST ARM POLE
- PEDESTAL POLE
- CONDUIT
- CONTROLLER CABINET
- DETECTION ZONE
- CONFIRMATION STROBE
- STANDARD PULLBOX
- EVP OPTICAL DETECTOR
- PREEMPTION BEACON
- SIGNAL HEAD WITH BACK PLATE
- SIGN (MAST ARM MOUNTED)
- DETECTION CAMERA

SIGNS



NOTE
INSTALL SIGNS "A" OVER APPROPRIATE LANES AND INSURE THAT SIGNS DO NOT BLOCK VIEWS OF SIGNAL HEADS.

SIGNAL HEADS



ITEM NO.	DESCRIPTION OF	APPROVAL DATE

MEM.-ARL. & ALTRURIA SIGNAL
CITY OF BARTLETT
ENGINEER: FISHER & ARNOLD, INC.

DIVISION OF ENGINEERING

MEM.-ARL. RD & ALTRURIA RD

SIGNAL LAYOUT

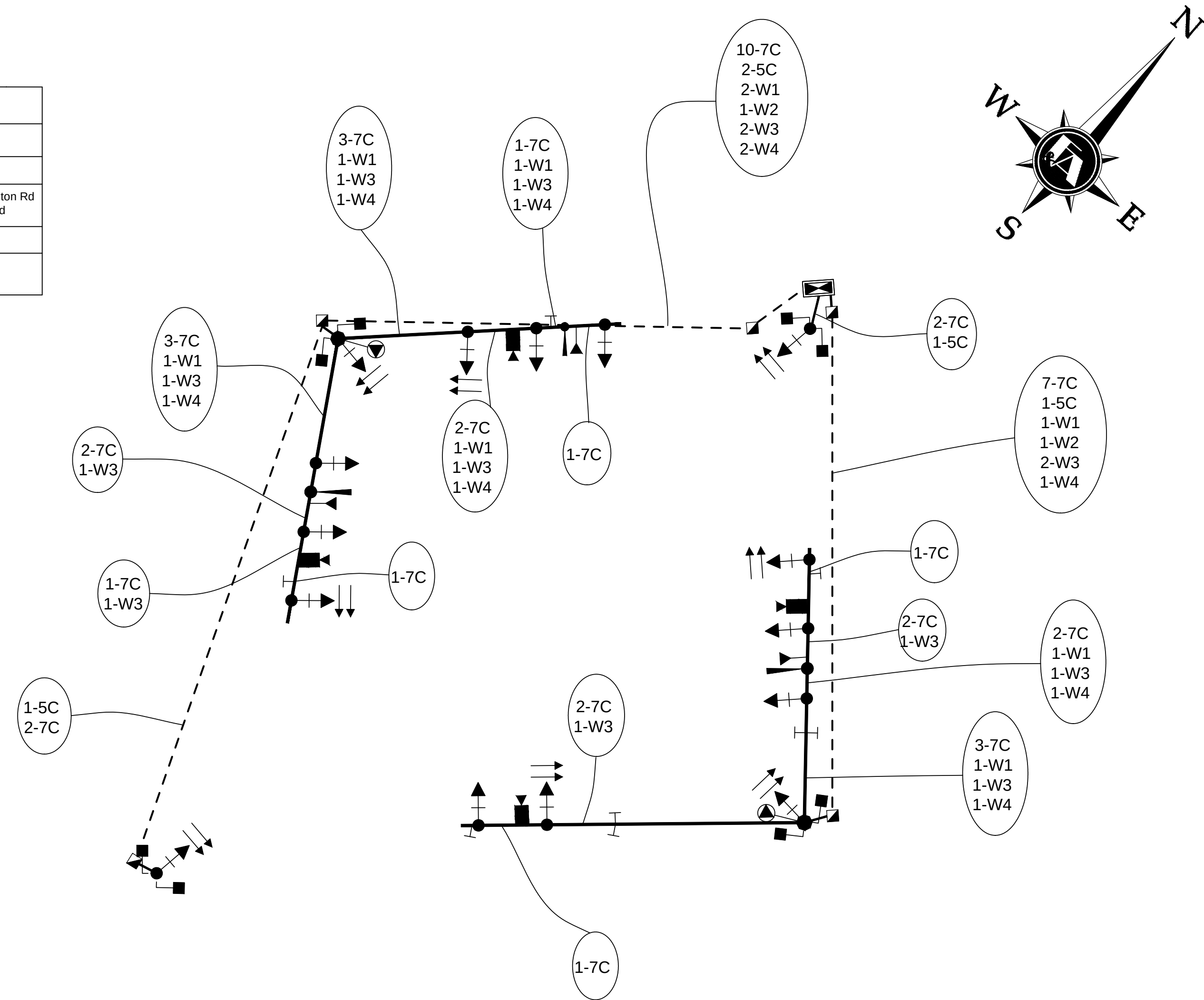
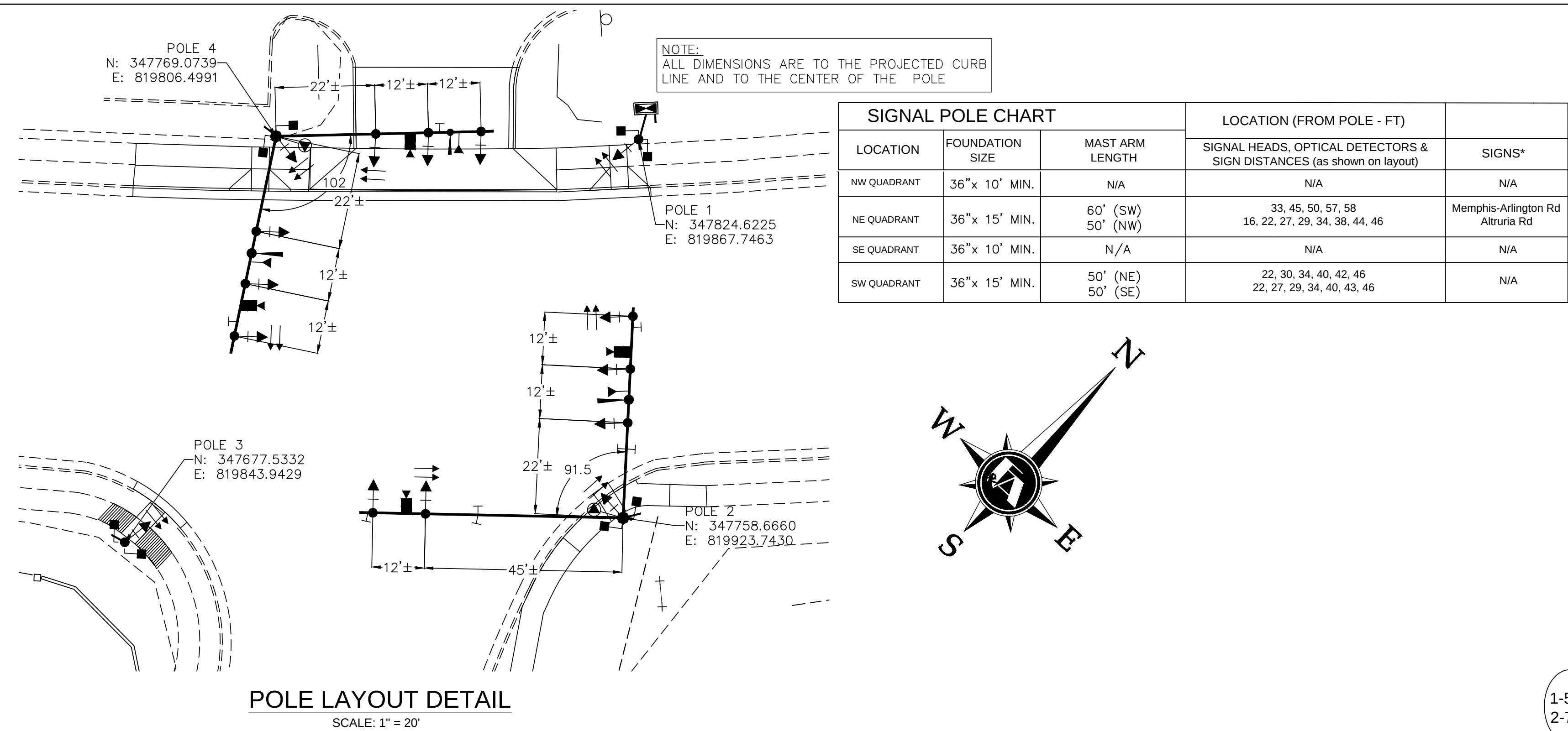
SURVEY: F & A, INC. DATE: 06/2013 PROJECT NO.: D7968

DESIGN BY: F & A, INC. DATE: 08/2013 BOOK:

DRAWN BY: F & A, INC. DATE: 09/2013 SCALE: 1:20

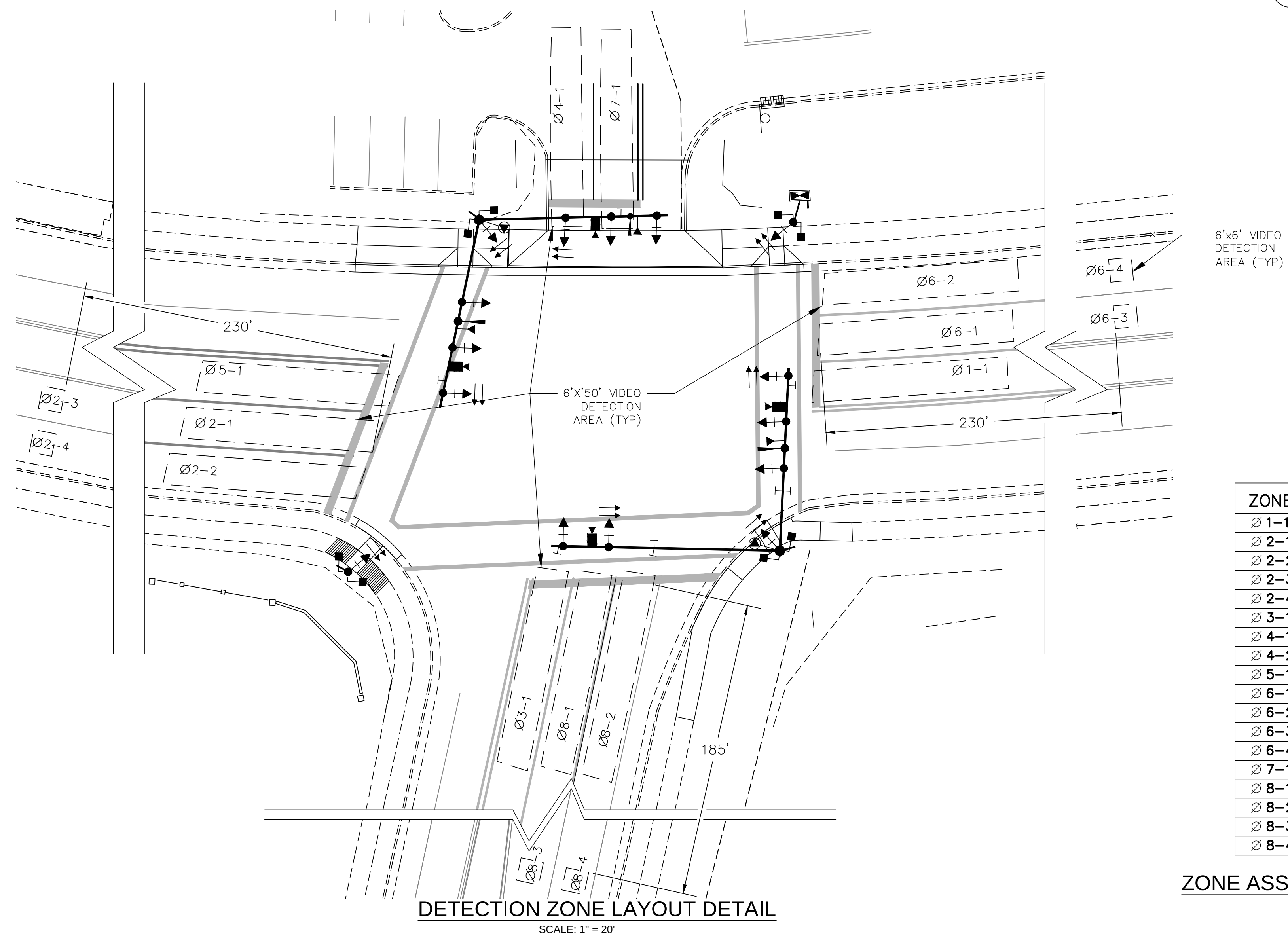
REVIEWED

CITY ENGINEER DATE



- W1 = EVP CONFIRMATION LAMP POWER CABLE
W2 = EVP CONFIRMATION BEACON POWER CABLE
W3 = VIDEO DETECTION CAMERA POWER CABLE AND COAXIAL CABLE
W4 = EVP DETECTOR CABLES

DISPLAY AND GENERAL WIRING DIAGRAM



ZONE	MODE
Ø 1-1	PRESENCE
Ø 2-1	PRESENCE
Ø 2-2	PRESENCE
Ø 2-3	PRESENCE
Ø 2-4	PRESENCE
Ø 3-1	PRESENCE
Ø 4-1	PRESENCE
Ø 4-2	PRESENCE
Ø 5-1	PRESENCE
Ø 6-1	PRESENCE
Ø 6-2	PRESENCE
Ø 6-3	PRESENCE
Ø 6-4	PRESENCE
Ø 7-1	PRESENCE
Ø 8-1	PRESENCE
Ø 8-2	PRESENCE
Ø 8-3	PRESENCE
Ø 8-4	PRESENCE

ZONE ASSIGNMENT CHART

ITEM NO.	DESCRIPTION OF	APPROVAL DATE

MEM.-ARL. & ALTRURIA SIGNAL
CITY OF BARTLETT
ENGINEER: FISHER & ARNOLD, INC.



DIVISION OF ENGINEERING
MEM.-ARL. RD & ALTRURIA RD
WIRING DIAGRAMS

SURVEY: F & A, INC. DATE: 06/2013 PROJECT NO.: D7968
DESIGN BY: F & A, INC. DATE: 08/2013 BOOK:
DRAWN BY: F & A, INC. DATE: 10/2013 SCALE: N/A

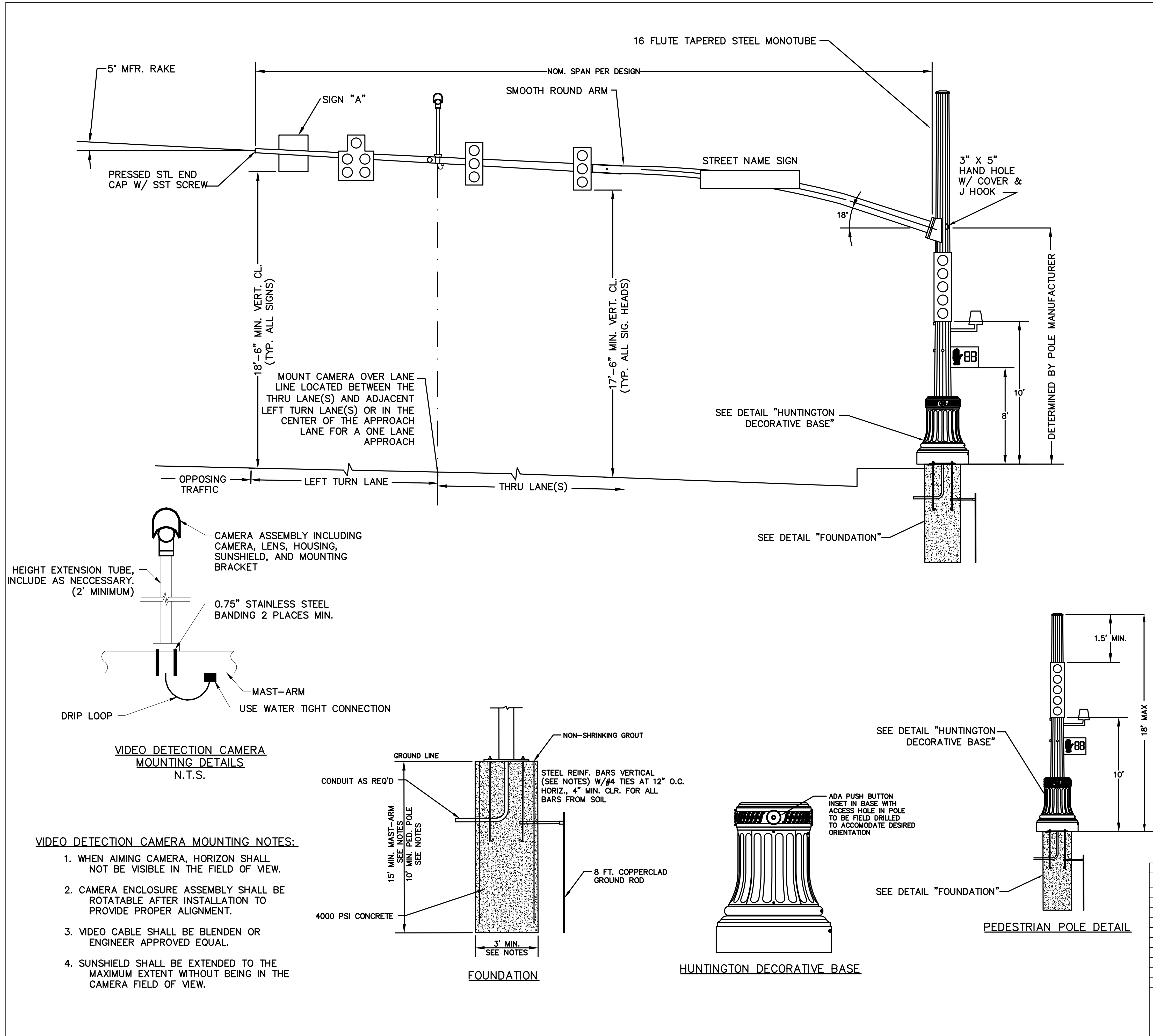
REVIEWED
CITY ENGINEER DATE

* "W" AND "FDW" ARE TO REMAIN "DW" IN ABSENCE OF A PEDESTRIAN CALL

SEQUENCE CHART



REVIEWED 
CITY ENGINEER DATE 8/21/15



NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHOW ANY VARIATIONS IN THE SHOP DRAWINGS.
2. THE POLE DESIGN, BASED UPON GROUND LINE MOMENTS, SHALL BE CAPABLE OF SUPPORTING NOT LESS THAN 2.0 TIMES THE DESIGN HORIZONTAL AND VERTICAL LOADS, BOTH INDIVIDUALLY AND COMBINED. STRESSES DUE TO THE GROUND LINE MOMENTS SHALL BE CALCULATED BASED ON THE DIMENSIONS VERIFIED IN THE FIELD.
3. ALL WEATHERHEAD ENTRIES SHALL BE AS DIRECTED BY THE CITY
4. FACTORY CERTIFICATION: IN ORDER TO ENSURE THAT PROPER PROCEDURES ARE FOLLOWED IN THE MANUFACTURING OF ALL STRUCTURAL MEMBERS, THE FABRICATION OF THE SIGNAL POLE ASSEMBLY SHALL BE DONE IN A PLANT CERTIFIED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) PER CATEGORY 1. THIS CERTIFICATION MUST BE PRESENTED TO THE CITY PRIOR TO THE BID DATE.
5. DESIGN: THE ENTIRE ASSEMBLY SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR THE HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS PUBLISHED BY THE AMERICAN ASSOCIATION OF HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2013. ALL SUPPORTING CALCULATIONS FOR THIS DESIGN ARE REQUIRED FOR A 90MPH WIND ZONE WITH A GUST FACTOR OF 1.14.
6. THE CONTRACTOR SHALL PREPARE AND SUBMIT POLE, MAST ARM, FOUNDATION, REINFORCING BAR AND ANCHOR BOLT DESIGN CALCULATIONS, PREPARED BY AND SEALED BY A LICENSED TENNESSEE PROFESSIONAL ENGINEER. THIS DATA SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO FABRICATION OF THE POLES.
7. AFTER INSTALLATION AND ALL THE FINAL LOADING, ANY MAST ARM AND/OR POLE THAT EXHIBITS LESS THAN THE REQUIRED POLE RAKE OR THE REQUIRED MAST ARM ANGLE OF INSTALLATION SHALL BE REPLACED AT NO COST TO THE OWNER.
8. THE EXPOSED LENGTH OF THE ANCHOR BOLT BETWEEN THE TOP OF THE FOUNDATION AND THE BOTTOM OF THE LEVELING NUT SHOULD NOT EXCEED ONE BOLT DIAMETER.
9. ALL DIMENSIONS AND ORIENTATIONS TO BE CONFIRMED BY THE CITY OF BARTLETT.
10. PEDESTRIAN POLE TO BE OF SAME DECORATIVE DESIGN AS MAST ARM POLES.

POLE TYPE:

BASE-STYLE: HUNTINGTON DECORATIVE BASE
POLE SHAFT - 16 FLUTE TAPERED AND FLUTED
MAST ARM - SMOOTH ROUND ARM AND CURVED RIGID CONNECTION FINISH PAINTED WITH PRIME COAT
PAINT COLOR - HUNTER GREEN

FINISH PAINT MAY BE APPLIED AT THE FACTORY WITH FIELD TOUCH-UP OR FIELD FINISH PAINTED

ITEM NO.	DESCRIPTION OF	APPROVAL DATE

MEM.-ARL. & ALTRURIA SIGNAL

CITY OF BARTLETT

ENGINEER: FISHER & ARNOLD, INC.

JOHN T. FANNEY

REGISTERED PROFESSIONAL ENGINEER

AGRICULTURE

STATE OF TENNESSEE

10235

8/26/15

SHEET 1 OF 1		
DIVISION OF ENGINEERING		
MEM.-ARL. RD & ALTRURIA RD		
POLE DETAILS		
SURVEY: F & A, INC.	DATE: 06/2013	PROJECT NO.: D7968
DESIGN BY: F & A, INC.	DATE: 08/2013	BOOK:
DRAWN BY: F & A, INC.	DATE: 09/2013	SCALE: N/A
REVIEWED		DATE
CITY ENGINEER		

STP Traffic Signal at the Intersection of Altruria Rd. and Memphis-Arlington Rd.
 Bid Tabulation for PIN 115526.00
 Fed Project# STP-M-4384(6); Slate Project# 79LPLM-F3-228

ITEM	DESCRIPTION	UNIT	QTY	McCrory Electric		Shelby Electric Co., Inc.		Desoto County Electric		Engineer's Estimate	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	125	\$22.00	\$2,750.00	\$33.00	\$4,125.00	\$25.00	\$3,125.00	\$25.00	\$3,125.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	120	\$13.20	\$1,584.00	\$33.00	\$3,960.00	\$15.00	\$1,800.00	\$15.00	\$1,800.00
202-08.15	REMOVAL OF CURB AND GUTTER (ALL TYPES)	L.F.	55	\$15.40	\$847.00	\$33.00	\$1,815.00	\$17.50	\$962.50	\$20.00	\$1,100.00
303-01.09	MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D" (LIMESTONE)	TONS	32	\$52.80	\$1,689.60	\$110.00	\$3,520.00	\$60.00	\$1,920.00	\$42.00	\$1,344.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM)	TONS	12	\$165.00	\$1,980.00	\$165.00	\$1,980.00	\$187.50	\$2,250.00	\$95.00	\$1,140.00
402-01	PRIME COAT	TONS	0.20	\$1,650.00	\$330.00	\$1,650.00	\$330.00	\$1,875.00	\$375.00	\$950.00	\$190.00
403-01	TACK COAT	TONS	0.10	\$2,200.00	\$220.00	\$2,200.00	\$220.00	\$2,500.00	\$250.00	\$950.00	\$95.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	50	\$7.70	\$385.00	\$16.50	\$825.00	\$8.75	\$437.50	\$10.00	\$500.00
411-01.10	ACS MIX (PG64-22) GRADING "D"	TONS	7	\$550.00	\$3,850.00	\$550.00	\$3,850.00	\$625.00	\$4,375.00	\$110.00	\$770.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	600	\$7.95	\$4,770.00	\$6.60	\$3,960.00	\$18.00	\$10,800.00	\$5.00	\$3,000.00
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	316	\$21.80	\$6,888.80	\$23.10	\$7,299.60	\$24.75	\$7,821.00	\$22.00	\$6,952.00
701-02.02	CONCRETE DRIVEWAY (8")	S.F.	540	\$9.00	\$4,860.00	\$16.50	\$8,910.00	\$10.25	\$5,535.00	\$7.50	\$4,050.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10	\$577.50	\$5,775.00	\$440.00	\$4,400.00	\$656.25	\$6,562.50	\$250.00	\$2,500.00
712-01	TRAFFIC CONTROL	L.S.	1	\$9,850.00	\$9,850.00	\$7,500.00	\$7,500.00	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00
713-16.20	SIGNS (SIGN B, ALTRURIA, STREET NAME - MAST ARM MOUNTED)	EACH	2	\$712.00	\$1,424.00	\$550.00	\$1,100.00	\$400.00	\$800.00	\$700.00	\$1,400.00
713-16.21	SIGNS (SIGN C, MEMPHIS-ARLINGTON, STREET NAME - MAST ARM MOUNTED)	EACH	2	\$867.00	\$1,734.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00
713-16.22	SIGNS (R3-5L, 30"x36", MAST ARM MOUNTED)	EACH	4	\$399.50	\$1,598.00	\$375.00	\$1,500.00	\$200.00	\$800.00	\$200.00	\$800.00
713-17	REMOVAL OF SIGNS, POSTS, AND FOOTINGS	L.S.	1	\$423.50	\$423.50	\$500.00	\$500.00	\$750.00	\$750.00	\$900.00	\$900.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	255	\$15.40	\$3,927.00	\$15.40	\$3,927.00	\$17.50	\$4,462.50	\$11.00	\$2,805.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	135	\$16.50	\$2,227.50	\$16.50	\$2,227.50	\$18.75	\$2,531.25	\$16.50	\$2,227.50
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5	\$208.00	\$1,040.00	\$210.00	\$1,050.00	\$237.50	\$1,187.50	\$210.00	\$1,050.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3	\$220.00	\$660.00	\$220.00	\$660.00	\$250.00	\$750.00	\$220.00	\$660.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1	\$247.50	\$247.50	\$250.00	\$250.00	\$281.25	\$281.25	\$235.00	\$235.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	600	\$0.88	\$528.00	\$0.90	\$540.00	\$1.00	\$600.00	\$1.00	\$600.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	320	\$3.85	\$1,232.00	\$3.85	\$1,232.00	\$4.37	\$1,398.40	\$1.50	\$480.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	120	\$4.95	\$594.00	\$5.00	\$600.00	\$5.62	\$674.40	\$3.00	\$360.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN ARROW)	EACH	6	\$55.00	\$330.00	\$55.00	\$330.00	\$62.50	\$375.00	\$25.00	\$150.00
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1	\$55.00	\$55.00	\$55.00	\$55.00	\$62.50	\$62.50	\$30.00	\$30.00
716-08.11	REMOVAL OF PAVEMENT MARKING (STOP AHEAD)	EACH	4	\$275.00	\$1,100.00	\$280.00	\$1,120.00	\$312.50	\$1,250.00	\$30.00	\$120.00

ITEM	DESCRIPTION	UNIT	QTY	McCrory Electric		Shelby Electric Co., Inc.		Desoto County Electric		Engineer's Estimate	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
716-08.12	REMOVAL OF PAVEMENT MARKING (ONLY)	EACH	3	\$82.50	\$247.50	\$83.00	\$249.00	\$93.75	\$281.25	\$60.00	\$180.00
717-01	MOBILIZATION	L.S.	1	\$14,100.00	\$14,100.00	\$15,000.00	\$15,000.00	\$25,125.00	\$25,125.00	\$10,000.00	\$10,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7	\$883.75	\$6,186.25	\$860.00	\$6,020.00	\$980.00	\$6,860.00	\$900.00	\$6,300.00
730-02.17	SIGNAL HEAD ASSEMBLY (150A2H WITH BACKPLATE)	EACH	4	\$1,454.50	\$5,818.00	\$1,500.00	\$6,000.00	\$1,706.00	\$6,824.00	\$1,600.00	\$6,400.00
730-02.18	SIGNAL HEAD ASSEMBLY (150A2V POLE MOUNTED)	EACH	4	\$1,036.25	\$4,145.00	\$960.00	\$3,840.00	\$1,098.00	\$4,392.00	\$1,550.00	\$6,200.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$451.00	\$2,255.00	\$400.00	\$2,000.00	\$600.00	\$3,000.00	\$440.00	\$2,200.00
730-05.01	ELECTRICAL SERVICE CONNECTION	ALLOW.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	500	\$1.53	\$765.00	\$1.45	\$725.00	\$2.00	\$1,000.00	\$1.75	\$875.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2,950	\$1.75	\$5,162.50	\$1.70	\$5,015.00	\$2.25	\$6,637.50	\$1.90	\$5,605.00
730-12.03	CONDUIT 3" DIAMETER (PVC) (SCHEDULE 40)	L.F.	225	\$13.15	\$2,958.75	\$16.00	\$3,600.00	\$9.00	\$2,025.00	\$19.50	\$4,387.50
730-12.16	CONDUIT (3" DIAMETER) (SDR 13.5 HDPE) (DIRECTIONAL BORE)	L.F.	260	\$22.80	\$5,928.00	\$18.00	\$4,680.00	\$18.00	\$4,680.00	\$35.00	\$9,100.00
730-12.42	CURB MARKER (FOR CABLE IDENTIFICATION)	EACH	6	\$29.85	\$179.10	\$15.00	\$90.00	\$30.00	\$180.00	\$15.00	\$90.00
730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	4	\$7,880.50	\$31,562.00	\$8,650.00	\$34,600.00	\$9,875.00	\$39,500.00	\$7,500.00	\$30,000.00
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	3	\$3,043.00	\$9,129.00	\$3,050.00	\$9,150.00	\$3,542.00	\$10,626.00	\$4,500.00	\$13,500.00
730-15.07	CABINET EIGHT PHASE BASE MOUNTED	EACH	1	\$19,429.00	\$19,429.00	\$16,800.00	\$16,800.00	\$18,000.00	\$18,000.00	\$16,000.00	\$16,000.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$4,276.00	\$4,276.00	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
730-23.31	PEDESTAL POLE (WITH POLE MOUNTED SIGNAL, PEDESTRIAN SIGNAL AND DISH/REFLECTOR)	EACH	2	\$7,258.00	\$14,516.00	\$5,000.00	\$10,000.00	\$8,400.00	\$16,800.00	\$4,500.00	\$9,000.00
730-23.96	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 50')	EACH	1	\$24,590.00	\$24,590.00	\$21,500.00	\$21,500.00	\$29,644.00	\$29,644.00	\$28,500.00	\$28,500.00
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 60')	EACH	1	\$25,543.00	\$25,543.00	\$24,000.00	\$24,000.00	\$31,250.00	\$31,250.00	\$29,900.00	\$29,900.00
730-26.04	AUDIBLE PEDESTRIAN SIGNAL	EACH	8	\$703.75	\$5,630.00	\$800.00	\$6,400.00	\$916.00	\$7,328.00	\$1,650.00	\$13,200.00
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	8	\$601.00	\$4,808.00	\$615.00	\$4,920.00	\$700.00	\$5,600.00	\$925.00	\$7,400.00
802-03.01	SHRUBS (YOUNG HOLLY - 5 GAL.)	EACH	5	\$121.00	\$605.00	\$135.00	\$675.00	\$150.00	\$750.00	\$75.00	\$375.00
802-03.02	SHRUBS (DWARF YOUNG HOLLY - 5 GAL.)	EACH	3	\$121.00	\$363.00	\$125.00	\$375.00	\$150.00	\$450.00	\$75.00	\$225.00
802-03.03	SHRUBS (MANHATTAN EUONYMUS - 5 GAL.)	EACH	3	\$132.00	\$396.00	\$61.00	\$183.00	\$75.00	\$225.00	\$75.00	\$225.00
802-06.03	MULCH (3IN SHREDDED PINE BARK MULCH)	S.Y.	15	\$16.50	\$247.50	\$22.00	\$330.00	\$75.00	\$1,125.00	\$25.00	\$375.00
802-07.01	FLOWER (SEASONAL AVAILABILITY, 8" O.C.)	EACH	300	\$2.20	\$660.00	\$3.85	\$1,155.00	\$5.00	\$1,500.00	\$4.00	\$1,200.00
803-01	SODDING (NEW SOD)	S.Y.	20	\$13.75	\$275.00	\$16.50	\$330.00	\$50.00	\$1,000.00	\$7.50	\$150.00
TOTAL BID PRICE				\$257,749.50		\$255,823.10		\$310,439.05		\$256,271.00	



FISHER &
ARNOLD, INC.

November 22, 2011

Mr. Rick McClanahan, P.E.
City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

**RE: ALTURIA AT MEMPHIS-ARLINGTON TRAFFIC SIGNAL
SCOPE/PROPOSAL**

Dear Mr. McClanahan:

Fisher & Arnold, Inc. ("F&A") is pleased to submit the following scope of work/proposal to the City of Bartlett ("the City") for providing environmental, engineering and inspection services for the proposed traffic signal to be located at the Alturia / Memphis-Arlington intersection. The City is administering the project through the Tennessee Department of Transportation's (TDOT) Local Programs Office. The traffic signal design will follow the procedures outlined in the current edition of the "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects", and NEPA requirements.

Based upon our understanding of the project, F&A's scope of work for the Alturia @ Memphis-Arlington traffic signal project consists of completing the NEPA requirements first and includes the following tasks:

Task 1 - Environmental Document Preparation

F&A to prepare the environmental documents in the form of a Categorical Exclusion to meet the Federal standards required for the receiving of federal funds for the construction of the project. The various subtasks to this component are as follows:

- Develop the purpose and need
- Mapping
- Endangered Species (letter to USFWS)
- SHPO / Historical Resources Impacts (letter to TN SHPO)
- Perform Hazardous Materials / Sites Study Overview
- Prepare Document for Submittal to TDOT
- Compile Technical Appendix
- Amend Document per TDOT Comments

Task Deliverables:

1. Environmental Document (Two hard copies and an electronic copy to the City).

Total Task 1 (labor & expenses) \$5,480.00 Lump Sum

9180 Crestwyn Hills Dr.

Memphis, TN 38125

(901) 748-1811

(888) 583-9724

fax: (901) 748-3115

www.fisherarnold.com



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 2

Task 2 – Survey

- Set Horizontal and Vertical Control
- R.O.W. Deed & Utility Research (under ground exploration is not part of this scope)
- Conduct field survey of the project area according to TDOT standards, tied to the Tennessee State Plan Coordinate System and referencing local vertical benchmarks
- Supervision and Administration

Total Task 2 (labor & expense)..... \$4,765.00 Lump Sum

Task 3 – Preliminary Traffic Signal Plans

After receiving NEPA approval and Notice to Proceed from TDOT for Design, F&A will prepare the traffic signal plans for the following development stages: Preliminary, Right-Of-Way and Construction Plans according to TDOT standards. F&A will follow the process as defined in TDOT's "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects". The Preliminary Plans development stage will consist of the following:

- Geotechnical Investigation (2 hand auger borings -10' depth)
- Design Signal In Accordance with TDOT Standards and City of Memphis Standards
- Print and Submit Preliminary Plans to City
- Conduct Preliminary Review with City
- Address City's Review Comments
- Identify and submit Design Exception Request(s) (if necessary)
- Print and Submit Preliminary Plans to TDOT for Preliminary Field and Technical Review
- Print & submit Preliminary Plans to Utility Owners

Task Deliverables:

1. One 24"x36" bond set per submittal to City of Bartlett and the plan sets required by TDOT in accordance "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects").

Total Task 3 (labor & expense)..... \$11,750.00 Lump Sum

Task 4 – Right-of-Way (ROW) Signal Plans

After receiving TDOT's Preliminary Plan Review Comments and approval, F&A will address TDOT's comments and prepare the ROW Plans following the process as defined in TDOT's "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects". The ROW Plans development stage will consist of the following:



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 3

- Address TDOT's Preliminary Plan Comments
- Prepare Plat & Descriptions for Temporary Construction and Signal Easements (if necessary)
- Print and Submit ROW Plans to City
- Conduct Right-of-way Review with City
- Address City's Review Comments
- Print and Submit ROW Plans to TDOT
- Prepare Preliminary Engineer's Cost Estimate

Task Deliverables:

1. One 24"x36" bond set per submittal to City of Bartlett and the plan sets required by TDOT in accordance "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects").
2. Plats and descriptions for the City of Bartlett's use.

Total Task 4 (labor & expense).....\$5,650.00 Lump Sum

Task 5 – Construction Plans

After receiving TDOT's ROW Plan Review Comments and approval, F&A will address TDOT's comments and prepare the Construction Plans (for bidding) following the process as defined in TDOT's "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects". The Construction Plans development stage will consist of the following:

- Address TDOT's ROW Plan Comments
- Develop Bid Book (excludes City of Bartlett Contract)
- Print and Submit Construction Plans to City
- Conduct Construction Plans Review with City
- Address City's Review Comments
- Print and Submit Construction Plans and Bid Book to TDOT
- Prepare Final Engineer's Cost Estimate
- Prepare Traffic Signal Timing
- Attend Bid Opening, Review Bids and Recommend Lowest Responsible Bidder for approval

Task Deliverables:

1. One 24"x36" bond set per submittal to City of Bartlett and the plan sets required by TDOT in accordance "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects").
2. Bid book (Electronic Copy).
3. Final Sealed Plans for Bidding (one set of 4 mil mylar).
4. Electronic copy of all plan sheets.
5. Engineer's Estimate of Cost.
6. Signal Timing Plan

Total Task 5 (labor & expense).....\$12,380.00 Lump Sum



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 4

Task 6 – Construction Engineering and Inspection

F&A will provide Construction Engineering and Inspection (CEI) services to the City of Bartlett in accordance with Appendix C, *Roadway and Bridge Field Construction Procedures*, in the TDOT "Local Government Guideline for the Management of Federal and State Funded Transportation Projects." F&A will provide the necessary field and office staff required to ensure that the City of Bartlett complies with the guidelines for Locally Managed Projects.

- A. *Pre-Construction Conference.*
F&A will prepare for and conduct the Preconstruction Conference. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.
- B. *Project Administration.*
F&A will provide project administration and coordinate with the assigned TDOT Project Supervisor. Prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. In addition, a list of persons, with emergency phone numbers, will be supplied to the City and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
- C. *Provide Construction Inspection.*
F&A will provide effective and qualified supervision of all inspection services being conducted. All field technicians will be certified in all applicable TDOT certification workshops that pertain to this project.
- D. *Supplemental Agreements – Construction Change Orders.*
F&A will notify the City of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the City. Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the TDOT. F&A will review any Value Engineering Change Proposals and prepare recommendations for the City.
- E. *Shop Drawings and Samples.*
F&A will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 5

procedures of construction or to related safety precautions and programs.

F. Quality Assurance, Testing for Acceptance and Training.

F&A responsibilities include the miscellaneous checking of dimensions and bearings to assure conformance to Plans and Specifications. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to TDOT will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be included in the Final Records submitted to the TDOT.

G. Progress Payments.

F&A will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor.

H. Distribution of Correspondence.

F&A will submit to the City a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

I. Inspection of Work.

F&A will provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by TDOT and/or auditors. The records will be recorded on a standard form (field book) supplied or defined by TDOT. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by TDOT and distribute as required. Prepare to justify any and all pay quantities in the case of questions by the Contractor, Town or TDOT.

Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 6

- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

J. Contractor's Payrolls, Employee Interviews and Contract Compliance.

F&A to receive and check the Contractor's payrolls for conformance to State wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime Contractor of late payrolls and request immediate submission. Notify the City prior to withholding payments. Conduct employee interviews on the forms submitted by TDOT and compare to the submitted payrolls for accuracy. Notify the prime Contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

K. Reports.

There are numerous reports, documents, etc., that must be generated in the process of contract administration. F&A will maintain either electronic or paper copies of all reports in compliance with TDOT's Standard Operating Procedures

L. Final Records.

F&A will submit a compilation of project records in TDOT's standard format to the City after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.

Total Task 6 (Labor & Expense) \$19,615.00 Lump Sum

Fee Summary

Task 1 – Environmental Document Preparation	\$5,480.00 Lump Sum
Task 2 – Survey	\$4,765.00 Lump Sum
Task 3 – Preliminary Traffic Signal Plan	\$11,750.00 Lump Sum
Task 4 – Right-of-Way (ROW) Signal Plans	\$5,650.00 Lump Sum
Task 5 – Construction Plans	\$12,380.00 Lump Sum
Task 6 – Construction Engineering and Inspection	<u>\$19,615.00</u> Lump Sum
GRAND TOTAL	<u>\$59,640.00</u> Lump Sum



Mr. Rick McClanahan, P.E.
November 22, 2011
Page 7

Thank you for the opportunity to provide these services to you. Should you have any questions or require additional information, please give me a call.

Sincerely,

FISHER & ARNOLD, INC.

A handwritten signature in cursive script, appearing to read 'John Pankey'.

John Pankey, P.E.
Principal

JP/mkg

Cc: Mr. Rick Gafford, P.E.

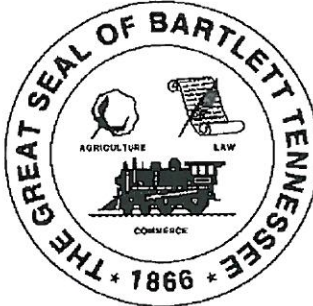
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Attachment: fisher contract proposal (1636 : Bid for Altruria Road Intersection at Memphis-Arlington Road Traffic Signal)

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 3 8134

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



ALTRURIA ROAD INTERSECTION AT MEMPHIS-ARLINGTON ROAD

SIGNAL PROJECT

BID NUMBER: FY2016-07-003

ADDENDUM # 1

September 24, 2015

The following clarifications and changes shall be made a part of the Contract Documents.

1. Bid Book – please replace the Bid Tabulation Form with the attached revised Bid Tabulation Form. Line item nos. 202-03 (Removal of Rigid Pavement, Sidewalk, Etc.), 202-03.01 (Removal of Asphalt Pavement), 202-08.15 (Removal of Curb & Gutter – all types), 407-20.05 (Saw Cutting Asphalt Pavement), 713-16.20 – 16.22 (Signs, Street Names and R3-5L, Mast Arm Mounted), 730-12.42 (Curb Marker), 802-03.01 – 03.03 (Shrubs), 802-06.03 (Mulch) and 802-07.01 (Flowers) were added to the Bid Form. Item no. 203-01.60 (Road Excavation) was removed from the Bid Tab.

2. Plans – Please replace the original bid plan sheet no. 2 (Signal Quantities) with the attached revised plan sheet.

Addendum 1 FY2016-07-003

page 1 of 2

Attachment: addendum 1 with bid tab (1636 : Bid for Altruria Road Intersection at Memphis-Arlington Road Traffic Signal)

3. Clarifications:

- A) Page 5, Note 23: The Contractor will be required to submit a traffic control plan for the outside lane closures to install handicap ramps, pole foundations, complete bore, etc. to the CEI Consultant for review and approval. The traffic control plan will not have to be sealed by an Engineer registered in the State of Tennessee. This does not relieve the Contractor from the responsibility to develop and implement a plan that fully meets the requirements of the latest edition of the MUTCD.
- B) Provisions have been added to Contract to accommodate landscaping that will be required to repair the site to pre-construction conditions once the proposed signal components have been installed. The Contractor is responsible to take all measures to protect existing landscaping from damage.
- C) Sign B for the west bound traffic and sign C for the north bound traffic will be relocated to Pole 4 mast arms.
- D) The minimum height for signal poles (nos. 2 and 4) shall be 22'.
- E) Page 5C, Note 4: The pole manufacturer factory certification will be required with the pole submittal. The certification will not be required prior to / or at the time of the bid.

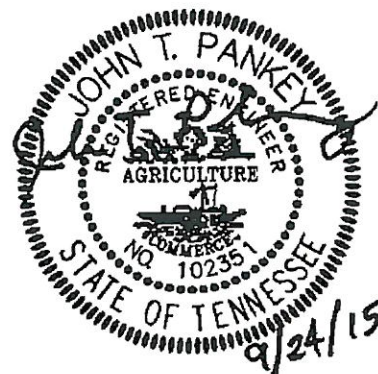
All other bid specifications and bid date are to remain the same.

In some cases, the above items may be clarifications and further explanations of the Specifications in the Request for Bid. However, any changes to the Specifications will be incorporated in the Contract Documents for this Project. All CONTRACTORS must acknowledge receipt of this Addendum No. 1 on **the attached Addendum Acknowledgement form** when submitting a Bid for consideration.

Respectfully submitted,



John Pankey, P.E.
Project Manager
Fisher Arnold, Inc.



ADDENDA ACKNOWLEDGEMENT FORM

Bidder acknowledges receipt of the following addenda (as applicable):

Addendum No. 1 _____	Dated _____
Addendum No. 2 _____	Dated _____
Addendum No. 3 _____	Dated _____
Addendum No. 4 _____	Dated _____
Addendum No. 5 _____	Dated _____
Addendum No. 6 _____	Dated _____

(Name of Bidder)

By: _____

Title: _____

STP Traffic Signal at the Intersection of Altruria Rd. and Memphis-Arlington Rd.
 PIN 115526.00
 Fed Project# STP-M-4384(5)

Revised: 9/24/2015
 State Project# 79LPLM-F3-228

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	125		
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	120		
202-08.15	REMOVAL OF CURB AND GUTTER (ALL TYPES)	L.F.	55		
303-01.09	MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D" (LIMESTONE)	TONS	32		
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"	TONS	12		
402-01	PRIME COAT	TONS	0.20		
403-01	TACK COAT	TONS	0.10		
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	50		
411-01.10	ACS MIX (PG64-22) GRADING "D"	TONS	7		
701-01.01	CONCRETE SIDEWALK (4")	S.F.	600		
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	316		
701-02.02	CONCRETE DRIVEWAY (8")	S.F.	540		
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10		
712-01	TRAFFIC CONTROL	L.S.	1		
713-16.20	SIGNS (SIGN B, ALTRURIA, STREET NAME - MAST ARM MOUNTED)	EACH	2		
713-16.21	SIGNS (SIGN C, MEMPHIS-ARLINGTON, STREET NAME - MAST ARM MOUNTED)	EACH	2		
713-16.22	SIGNS (R3-5L, 30"x36", MAST ARM MOUNTED)	EACH	4		
713-17	REMOVAL OF SIGNS, POSTS, AND FOOTINGS	L.S.	1		
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	255		
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	135		
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5		
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3		
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1		
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	600		
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	320		
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	120		
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN ARROW)	EACH	6		
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1		
716-08.11	REMOVAL OF PAVEMENT MARKING (STOP AHEAD)	EACH	4		
716-08.12	REMOVAL OF PAVEMENT MARKING (ONLY)	EACH	3		
717-01	MOBILIZATION	L.S.	1		
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7		
730-02.17	SIGNAL HEAD ASSEMBLY (150A2H WITH BACKPLATE)	EACH	4		

Attachment: addendum 1 with bid tab (1636 : Bid for Altruria Road Intersection at Memphis-Arlington Road Traffic Signal)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
730-02.18	SIGNAL HEAD ASSEMBLY (150A2V POLE MOUNTED)	EACH	4		
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5		
730-05.01	ELECTRICAL SERVICE CONNECTION	ALLOW.	1	\$5,000.00	\$5,000.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	500		
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2,950		
730-12.03	CONDUIT 3" DIAMETER (PVC) (SCHEDULE 40)	L.F.	225		
730-12.16	CONDUIT (3" DIAMETER) (SDR 13.5 HDPE) (DIRECTIONAL BORE)	L.F.	260		
730-12.42	CURB MARKER (FOR CABLE IDENTIFICATION)	EACH	6		
730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	4		
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	3		
730-15.07	CABINET EIGHT PHASE BASE MOUNTED	EACH	1		
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1		
730-23.31	PEDESTAL POLE (WITH POLE MOUNTED SIGNAL, PEDESTRIAN SIGNAL AND PUSHBUTTON)	EACH	2		
730-23.96	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 50')	EACH	1		
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 50' & 60')	EACH	1		
730-26.04	AUDIBLE PEDESTRIAN SIGNAL	EACH	8		
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	8		
802-03.01	SHRUBS (YOUPOH HOLLY - 5 GAL.)	EACH	5		
802-03.02	SHRUBS (DWARF YOUPOH HOLLY - 5 GAL.)	EACH	3		
802-03.03	SHRUBS (MANHATTAN EUONYMUS - 5 GAL.)	EACH	3		
802-06.03	MULCH (3IN SHREDDED PINE BARK MULCH)	S.Y.	15		
802-07.01	FLOWER (SEASONAL AVAILABILITY, 8" O.C.)	EACH	300		
803-01	SODDING (NEW SOD)	S.Y.	20		
TOTAL BID PRICE					

Total in Words: _____

Contractor: _____

Phone: _____

Authorized
Representative: _____

Print Name: _____

Date: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/27/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2015.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

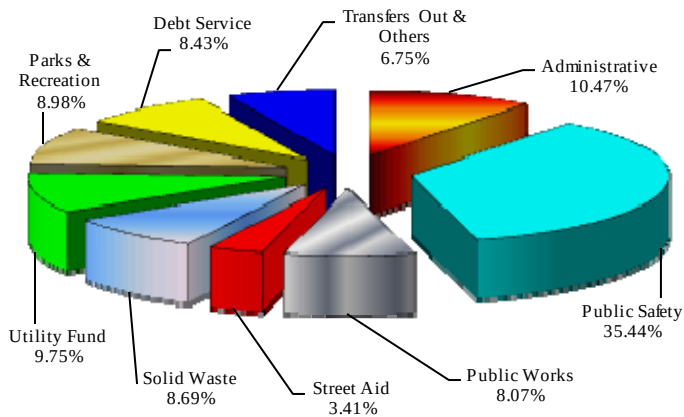


City of Bartlett

FINANCIAL REPORT

September 30, 2015

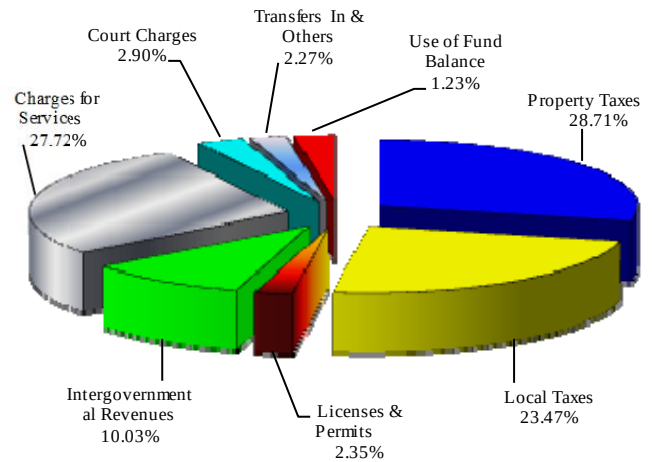
Total Expenditures, FY 2016 Budget: \$70,251,836



BUDGET HIGHLIGHTS

- June 30, 2015 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2015 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2014 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2016 Budget: \$70,251,836



FY 2016 YEAR-TO-DATE For The Period Ending September 30, 2015

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,956,654	\$ 1,293,016
Public Safety	24,279,527	5,748,942
Public Works	5,543,467	1,258,925
Parks and Recreation	5,650,587	1,361,961
Performing Arts	601,966	120,237
Transfers & Other Gen. Fund Items	4,278,444	2,672,825
Subtotal	\$ 47,310,645	\$ 12,455,906
General Fund Revenues		
Property Taxes	\$ 20,145,000	\$ 61,337
Local Taxes	13,299,500	1,137,971
Building and Development Fees	1,652,000	307,211
Intergovernmental	5,519,500	378,054
Charges for Services	3,830,084	818,566
Court Charges	1,715,000	301,208
Other Revenue	1,149,561	84,668
Subtotal	\$ 47,310,645	\$ 3,089,014
Special Rev. Funds -Expenditures	\$ 10,099,915	\$ 2,256,057
Special Rev. Funds -Revenues	\$ 10,099,915	\$ 1,424,933
Utility Expenses	\$ 8,627,200	\$ 2,278,149
Utility Revenues	\$ 8,627,200	\$ 2,313,960
Debt Service Expenditures	\$ 4,214,076	\$ 2,738,117
Debt Service Revenues	\$ 4,214,076	\$ 264,900
Total Expenditures	\$ 70,251,836	\$ 19,728,229
Total Revenues	\$ 70,251,836	\$ 7,092,808

Note: FY 2015 Adopted Budget includes use of fund balance in Special Revenue Funds and the Debt Service Fund.

Attachment: Sep15FinRpt (1641 : Treasurer's Report for September 2015)



City of Bartlett -- Financial Summary For The Period Ending September 30, 2015



	FY 2015 Unaudited Actual	FY 2016 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2015	Year-to-Date Actual FY 2016	Increase/ Decrease in \$	Percent of FY 2015 Actual	Percent of FY 2016 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,301,665	\$ 6,956,654	\$ 654,989	\$ 1,257,998	\$ 1,293,016	\$ 35,017	19.96%	18.59%	-1.38%
Public Safety	23,267,781	24,279,527	1,011,746	5,662,373	5,748,942	86,569	24.34%	23.68%	-0.66%
Public Works	5,191,609	5,543,467	351,858	1,263,625	1,258,925	(4,701)	24.34%	22.71%	-1.63%
Parks and Recreation	5,099,667	5,657,147	557,480	1,280,089	1,361,961	81,872	25.10%	24.08%	-1.03%
Performing Arts	546,656	595,406	48,750	139,651	120,237	(19,414)	25.55%	20.19%	-5.35%
Transfers & Other Gen. Fund Items	2,590,831	4,278,444	1,687,613	1,600,000	2,672,825	1,072,825	61.76%	62.47%	0.72%
Total General Fund Expenditures	\$ 42,998,207	\$ 47,310,645	\$ 4,312,438	\$ 11,203,736	\$ 12,455,906	\$ 1,252,170	26.06%	26.33%	0.27%
General Fund Revenues									
Property Taxes	\$ 20,013,404	\$ 20,145,000	\$ 131,596	\$ 73,230	\$ 61,337	\$ (11,893)	0.37%	0.30%	-0.06%
Local Taxes	12,963,116	13,299,500	336,384	1,052,403	1,137,971	85,568	8.12%	8.56%	0.44%
Building and Development Fees	1,689,573	1,652,000	(37,573)	391,710	307,211	(84,499)	23.18%	18.60%	-4.59%
Intergovernmental	5,663,855	5,519,500	(144,355)	349,236	378,054	28,818	6.17%	6.85%	0.68%
Charges for Services	3,647,577	3,830,084	182,507	839,139	818,566	(20,573)	23.01%	21.37%	-1.63%
Court Charges	1,578,879	1,715,000	136,121	353,341	301,208	(52,133)	22.38%	17.56%	-4.82%
Other Revenue	414,791	1,149,561	734,770	69,124	84,668	15,545	16.66%	7.37%	-9.30%
Total General Fund Revenues	\$ 45,971,194	\$ 47,310,645	\$ 1,339,451	\$ 3,128,182	\$ 3,089,014	\$ (39,167)	6.80%	6.53%	-0.28%
Special Revenue Funds									
Street Aid Fund	\$ 1,550,990	\$ 2,395,000	\$ 844,010	\$ 154,952	\$ 402,316	\$ 247,364	9.99%	16.80%	6.81%
Solid Waste Fund	5,580,563	6,299,652	719,089	1,096,548	1,769,665	673,117	19.65%	28.09%	8.44%
General Improvement Fund	574,108	650,000	75,892	204,325	345,716	141,392	35.59%	53.19%	17.60%
Drug Enforcement Fund	244,579	304,600	60,021	29,418	35,975	6,557	12.03%	11.81%	-0.22%
DEA Enforcement Fund	154,767	279,900	125,133	66,506	0	(66,506)	42.97%	0.00%	-42.97%
Drainage Control Fund	103,302	120,763	17,461	19,289	22,012	2,723	18.67%	18.23%	-0.45%
Park Improvement Fund	6,656	50,000	43,344	0	0	0	0.00%	0.00%	0.00%
Grant Funds	1,030,251	0	(1,030,251)	(70,807)	(319,626)	(248,819)	-6.87%	0.00%	6.87%
Special Revenue Funds - Expenditures	\$ 9,245,217	\$ 10,099,915	\$ 854,698	\$ 1,500,231	\$ 2,256,057	\$ 755,826	16.23%	22.34%	6.11%
Special Revenue Funds - Revenues	\$ 9,562,901	\$ 10,099,915	\$ 537,013	\$ 1,734,556	\$ 1,424,933	\$ (309,623)	18.14%	14.11%	-4.03%
Utility Fund									
Total Utility Operations	\$ 5,690,801	\$ 6,839,671	\$ 1,148,870	\$ 1,132,682	\$ 1,101,404	\$ (31,278)	19.90%	16.10%	-3.80%
Total Utility Debt Expenses	1,585,477	1,700,343	114,866	1,077,537	1,176,745	99,208	67.96%	69.21%	1.24%
Contribution to Fund Balance	0	87,186	87,186	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,276,278	\$ 8,627,200	\$ 1,350,922	\$ 2,210,219	\$ 2,278,149	\$ 67,929	30.38%	26.41%	-3.97%
Total Utility Revenues	\$ 8,487,525	\$ 8,627,200	\$ 139,675	\$ 2,516,611	\$ 2,313,960	\$ (202,650)	29.65%	26.82%	-2.83%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,009,283	\$ 4,214,076	\$ 204,793	\$ 2,662,063	\$ 2,738,117	\$ 76,054	66.40%	64.98%	-1.42%
Total Debt Service Revenues	\$ 3,898,504	\$ 4,214,076	\$ 315,572	\$ 241,943	\$ 264,900	\$ 22,958	6.21%	6.29%	0.08%
Total Expenditures	\$ 63,528,985	\$ 70,251,836	\$ 6,722,851	\$ 17,576,249	\$ 19,728,229	\$ 2,151,979	27.67%	28.08%	0.42%
Total Revenues	\$ 67,920,125	\$ 70,251,836	\$ 2,331,711	\$ 7,621,291	\$ 7,092,808	\$ (528,483)	11.22%	10.10%	-1.12%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/27/15 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 30-15, a resolution to delete uncollectible property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls.

WHEREAS, the City of Bartlett has identified delinquent property taxes that are no longer on the Shelby County Trustee's list of delinquent taxes; and

WHEREAS, the City of Bartlett has determined that these taxes dating from Tax Year 2003 through 2013 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the taxes, interest, penalties and associated costs on the properties listed in the attached Schedule A totaling \$9,309.13 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of October 27, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
B014800391	20796	2010	SHELBY COUNTY TAX SALE 10.04	0 - BEHIND BEAGLE RUN	COUNTY OWNED PROPERTY	\$175.29
B014800391	20934	2011	SHELBY COUNTY TAX SALE 10.04	0 - BEHIND BEAGLE RUN	COUNTY OWNED PROPERTY	\$113.32
B014800391	20967	2012	SHELBY COUNTY TAX SALE 10.04	0 - BEHIND BEAGLE RUN	COUNTY OWNED PROPERTY	\$288.32
B014800391	21949	2013	SHELBY COUNTY TAX SALE 10.04	0 - BEHIND BEAGLE RUN	COUNTY OWNED PROPERTY	\$313.47
						\$890.40

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB153503	50538	2009	DONATI CONSTRUCTION LLC	6595 CORSICA DR	OUT OF BUSINESS	\$27.27
PB153503	50560	2010	DONATI CONSTRUCTION LLC	6595 CORSICA DR	OUT OF BUSINESS	\$32.18
PB155142	60620	2012	ECLIPSE SCS INC	8400 WOLF LAKE	OUT OF BUSINESS	\$657.09
PB036494	42299	2007	EDWARDS JAMES & SONS CONST CO	2525 ALTURIA RD	OUT OF BUSINESS	\$62.37
PB036494	50596	2008	EDWARDS JAMES & SONS CONST CO	2525 ALTURIA RD	OUT OF BUSINESS	\$66.99
PB036494	50575	2009	EDWARDS JAMES & SONS CONST CO	2525 ALTURIA RD	OUT OF BUSINESS	\$64.82
PB036494	50600	2010	EDWARDS JAMES & SONS CONST CO	2525 ALTURIA RD	OUT OF BUSINESS	\$76.44
PB133425	50800	2013	FORREST & FORREST BENEFITS INC	8037 SPARKLING LAKE	OUT OF BUSINESS	\$15.07
PB184310	41072	2011	LAFORCE DISTRIBUTION, INC.	3572 PATRICIA ELLEN DR.	OUT OF BUSINESS	\$46.49
PB089169	61233	2012	MID AMERICAN COMMUNICATION INC.	7850 STAGE HILLS STE 102	OUT OF BUSINESS	\$805.05
PB141573	31514	2004	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD.	OUT OF BUSINESS	\$409.86
PB141573	41724	2005	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD.	OUT OF BUSINESS	\$525.44
PB141573	41534	2006	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD.	OUT OF BUSINESS	\$709.37
PB141573	61783	2012	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD.	OUT OF BUSINESS	\$42.02

\$3,540.46

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB142464	50265	2013	BARTLETT SELF STORAGE INC	8060 US HWY 70	OUT OF BUSINESS	\$381.02
PB177859	40463	2005	COOPERS HOME REPAIR	7058 SCEPTER DR	OUT OF BUSINESS	\$5.50
PB229994	50623	2013	DOLLAR SAVER PLUS	7124 HWY 64	OUT OF BUSINESS	\$205.09
PB106120	40713	2005	FARRIS, FRANK DDS	2772 BARTLETT BLVD	OUT OF BUSINESS	\$38.91
PB169979	31025	2004	MATERIAL HANDLING DIRECT	5800 STAGE ROAD #3	OUT OF BUSINESS	\$7.87
PB169979	41163	2005	MATERIAL HANDLING DIRECT	5800 STAGE ROAD #3	OUT OF BUSINESS	\$10.22
PB227603	51360	2013	MOLD INC	6164 ELMORE	OUT OF BUSINESS	\$192.94
PB219878	41664	2011	SPLASH	6761 HARE POINTE DR	OUT OF BUSINESS	\$29.06
						\$870.61

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
 THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB176196	50485	2010	CUSTOM WIRING SOLUTIONS	5137 JEFFREY KEITH DR	OUT OF BUSINESS	\$29.50
PB176196	40527	2011	CUSTOM WIRING SOLUTIONS	5137 JEFFREY KEITH DR	OUT OF BUSINESS	\$29.50
PB176196	60507	2012	CUSTOM WIRING SOLUTIONS	5137 JEFFREY KEITH DR	OUT OF BUSINESS	\$35.31
PB036977	41108	2011	LIVINGSTON & ASSOCIATES REALTORS	2860 BARTLETT	OUT OF BUSINESS	\$38.89
PB036977	61106	2012	LIVINGSTON & ASSOCIATES REALTORS	2860 BARTLETT	OUT OF BUSINESS	\$46.49
PB036977	51204	2013	LIVINGSTON & ASSOCIATES REALTORS	2860 BARTLETT	OUT OF BUSINESS	\$60.26
PB068150	41109	2011	LIVINGSTON WILLIAM G BROKER	2860 BARTLETT	OUT OF BUSINESS	\$29.50
PB068150	61107	2012	LIVINGSTON WILLIAM G BROKER	2860 BARTLETT	OUT OF BUSINESS	\$35.31
PB068150	51205	2013	LIVINGSTON WILLIAM G BROKER	2860 BARTLETT	OUT OF BUSINESS	\$45.68
PB186596	51288	2010	PACIFIC POOL SERVICE	5083 THOMPSON	OUT OF BUSINESS	\$111.30
PB186596	41346	2011	PACIFIC POOL SERVICE	5083 THOMPSON	OUT OF BUSINESS	\$131.42

\$593.16

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
 THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB096272	50328	2003	CAGLE BOB	3773 BROADWAY	STATUE OF LIMITATIONS	\$153.18
PB036494	50572	2003	EDWARDS JAMES & SONS CONST CO	2525 ALTURIA RD	STATUE OF LIMITATIONS	\$948.06
PB119433	50642	2003	FIRST SERVICE INSURANCE	7485 WILLEY RD	STATUE OF LIMITATIONS	\$80.32
PB155887	50691	2003	GATOR BROWNS BAIT N TACKLE SHOP	6818 HWY 70 SUMMER AVE	STATUE OF LIMITATIONS	\$30.64
PB115494	70127	2003	KELLEY PRODUCTIONS, INC.	7960 BRUNSWICK	STATUE OF LIMITATIONS	\$387.92
PB134327	51293	2003	ROAD RUNNER SMALL PACKAGE DELIVERY	8001 STEVEN FRANKLIN DR	STATUE OF LIMITATIONS	\$16.97

\$1,617.09

Schedule A

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
B014800391	2265	2014	SHELBY COUNTY TAX SALE 10.04	0 - BEHIND BEAGLE RUN	COUNTY OWNED PROPERTY	\$132.44
B0148LC00043	20372	2013	BARTLETT CITY OF	BISHOPS VALLEY LN	CITY OWNED PROPERTY	\$0.81
B0148LC00043	4592	2014	BARTLETT CITY OF	BISHOPS VALLEY LN	CITY OWNED PROPERTY	\$0.81
B0148LC00043	2176	2015	BARTLETT CITY OF	BISHOPS VALLEY LN	CITY OWNED PROPERTY	\$0.81
B015600639	2229	2015	BARTLETT CITY OF	JUMPER LN	CITY OWNED PROPERTY	\$131.63
B0158QC00033	2141	2011	BARTLETT CITY OF	0 WINDERSVILLE	CITY OWNED PROPERTY	\$212.33
B0138DD00068	1870	2013	BARTLETT CITY OF	0 SHELTER RUN	CITY OWNED PROPERTY	\$0.81
B0138DD00068	1900	2014	BARTLETT CITY OF	0 SHELTER RUN	CITY OWNED PROPERTY	\$0.81
B0138DD00069	1871	2013	BARTLETT CITY OF	0 SHELTER RUN	CITY OWNED PROPERTY	\$0.81
B0138DD00069	1901	2014	BARTLETT CITY OF	0 SHELTER RUN	CITY OWNED PROPERTY	\$0.81
PB141573	50624	2014	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD.	OUT OF BUSINESS	\$57.35
PB036977	50265	2014	LIVINGSTON & ASSOCIATES REALTORS	2860 BARTLETT	OUT OF BUSINESS	\$63.18
PB068150	50335	2014	LIVINGSTON WILLIAM G BROKER	2860 BARTLETT	OUT OF BUSINESS	\$48.11
PB179589	40085	2011	ALL ABOUT FLOORS	8400 WOLF LAKE	OUT OF BUSINESS	\$196.68
PB147822	31005	2004	MALLARD CREEK REALTY	7556 HWY 70, STE 201	OUT OF BUSINESS	\$491.00
PB147822	41004	2006	MALLARD CREEK REALTY	7556 HWY 70, STE 201	OUT OF BUSINESS	\$439.37
PB110931	50309	2003	BULLSEYE BUSINESS SYSTEMS	3189 KIRBY WHITTEN #103	STATUE OF LIMITATIONS	\$13.44
PB168492	70137	2003	RECREATIONAL MOTOR SPORTS IN	6441 SUMMER AVE	STATUE OF LIMITATIONS	\$6.21

\$1,797.41



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1644)

Meeting: 10/27/15 07:00 PM
Department: Planning and Economic Development
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Terry Emerick
Sponsors:
DOC ID: 1644

Ordinance 15-05, an ordinance to amend Zoning Ordinance Article VI, Section 10 Parking and Storage of Certain Vehicles.

WHEREAS, the Board of Mayor and Alderman of the City of Bartlett, Tennessee, desire to amend Zoning Ordinance Article VI, Section 10, Parking and Storage of Certain Vehicles to clarify parking of all trailer types in residentially zoned areas; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Article VI, Section 10 of the Zoning Ordinance shall be amended as follows:

Section 1. Automotive vehicles ~~or trailers~~ of any kind or type without current license plates shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings. *Trailers not stored in an enclosed building must be stored behind the front elevation of the house.*

Section 2. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: October 27, 2015
SECOND READING: November 10, 2015
THIRD READING: November 24, 2015

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

A. Keith McDonald
Mayor

ATTEST: _____
Stefanie McGee
City Clerk

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	11/10/2015 7:00 PM	
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1597)

Meeting: 10/27/15 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Terry Emerick

Sponsors:

DOC ID: 1597 A

Ordinance 15-06, an ordinance to amend Zoning Ordinance Article VI, Section 12(B) Off-street parking and loading space requirements.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desire to amend Zoning Ordinance Article VI. Section 12(B) Off-street Parking and Loading Space Requirements to allow the Planning Commission latitude in determining the number of minimum parking spaces; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Article VI. Section 12(B) of the Zoning Ordinance shall be amended as follows:

Section 1.

There shall be provided, at the time of the erections of any building or structure, off-street parking spaces, and loading spaces where required, paved with asphalt or other material, and with adequate and safe ingress and egress by an automobile in accordance with the minimum standards in the schedule below, and designed in accordance with figure [VI-12a], Parking Design Requirements. When a building or structure is enlarged or increased in capacity by adding dwelling rooms, guest rooms, floor area or seats, minimum off-street parking shall be provided for such additional rooms, floor area or seats. *The Planning Commission, at site plan approval, may establish a minimum number of required parking spaces different from those listed in Figure VI-12a Parking Design Requirements upon presentation of information by the applicant that a different number is sufficient and appropriate for that site.*

Section 2. Severability. Should any provision of this Ordinance be rendered

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

Section 3. Effective Date. **BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: October 27, 2015
SECOND READING: November 10, 2015
THIRD READING: November 24, 2015

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

A. Keith McDonald
Mayor

ATTEST: _____
Stefanie McGee
City Clerk

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	11/10/2015 7:00 PM	
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Emily Elliott, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	