



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 11, 2017 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 13 at 7 p.m.

Historic Preservation Commission, July 17 at 7 p.m.

Bartlett Arts Council, July 18 at 6:30 p.m.

Design Review Commission, July 18 at 6:30 p.m.

RECOGNITIONS

Firefighter Reserves check presentation to Muscular Dystrophy Association

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 27, 2017 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

1. Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the "C-H" Highway Business Zoning District.
2. Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark.

UNFINISHED BUSINESS

- 1 Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 2 Third Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Kim Taylor, Director of Planning and Economic Development)**
- 3 Second Reading of Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute. (Mark Brown, Chief Administrative Officer) The public hearing is set for July 25, 2017.**

CONSENT AGENDA

- 1 Special event permit for Bon Lin Elementary 5K Run and Carnival. (Jim Brown, Director of Code Enforcement)**

The run will be held Saturday, October 21 from 7 to 10 a.m., and the carnival will run from 10 a.m. to 3 p.m. that Saturday.

- 2 Bid for annual yard waste disposal. (Bill Yearwood, Director of Public Works)**

Recommend accepting both bids from Jones Mulch and Nature's Earth Products . Funds are available in Account 122.48122.563.

- 3 Bid for Old Brownsville Road Bridge over Buckhead Creek replacement, utility relocation, and project oversight. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest bid for bridge replacement from Jones Bros. Inc. in the amount of \$658,887.32, plus a contingency amount of \$100,000.00 for a total cost of \$758,887.32. Recommend accepting the lowest bid for utility relocation from Encor, LLC in the amount of \$128,050.00, plus a contingency amount of \$25,000.00 for a total cost of \$153,050.00. Recommend accepting the proposal from Buchart Horn, Inc. for Construction Engineering and Inspection Services in the amount of \$230,043.94. Total cost of this project should not exceed \$1,141,981.26. Funds are available in Account 311.48311.780.442.

4 Presentation of Debt Obligation Form Related to General Obligation Capital Outlay Note, Series 2017. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Capital Outlay Note, Series 2017. The attached form reflects the \$1,969,150.00 note approved on June 13, 2017.

NEW BUSINESS

I Letter of Intent to purchase 20 acres of property for the future construction of Tennessee College of Applied Technology. (Mark Brown, Chief Administrative Officer)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 27, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Family Assistance Commission, July 3 at 6 p.m.

Bartlett Station Commission, July 5 at 7:30 a.m.

City Beautiful Commission, July 6 at 6:30 p.m.

Planning Commission, July 6 at 7 p.m.

Bartlett Historical Society, July 10 at 7 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scouts from Troop 265. The scouts were working on earning their Communications and Citizenship in the Community merit badges.

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

MINUTES ACCEPTANCE

Minutes of the June 13, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 27, 2017 7:00 PM (MINUTES ACCEPTANCE)

UNFINISHED BUSINESS

- 1 **Second Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 7/11/2017 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	

CONSENT AGENDA

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

- 1 **Special event permit for Memphis Runners Track Club Road Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, August 13 and Sunday, August 27 from 5:30 to 9:30 a.m. at W.J. Freeman Park.
- 2 **Annual Contribution to the County's Household Hazardous Waste Collection Facility. (Bill Yearwood, Director of Public Works)**
Approve yearly contribution of \$20,000 to waste facility, as approved in Resolution 43-05. Funds are available in account 122.48122.899.
- 3 **Renewal of maintenance agreement for Watson Field Reporting. (Gary Rikard, Chief of Police)**
Request to renew service agreement with Data Driven for Watson Field Reporting Suite in the amount of \$37,364.90. This is an annual agreement running from July 1, 2017 to June 30, 2018. Funds are available in Account 123.48123.264.
- 4 **Bid for one 2017 Ford Explorer. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from AutoNation at a cost of \$27,024.72. Funds are available in Account 311.48311.785.20317.
- 5 **Bid for lawn treatment services for Parks and Recreation Department and Bartlett City Schools. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the bid from Herbi-Systems for Parks and Recreation maintenance and Schools lawn treatment services for a total cost of \$143,841.44. Parks Maintenance will cost \$87,350.94 and the Schools portion will cost \$56,490.50. Funds are available in Accounts 11044300.265 and 11044400.265.

Minutes Acceptance: Minutes of Jun 27, 2017 7:00 PM (MINUTES ACCEPTANCE)

6 Bid for renovation of Deermont Park restrooms. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Terry Bell Construction, LLC. in the amount of \$269,777.00, plus a contingency amount of \$15,000.00, for a total project cost of \$284,777.00. Additionally, recommend awarding the project's construction management to Ross Witt, PLLC. in the amount of \$6,250. The total cost of this project will be \$291,027.00. Funds are available in Account 311.48311.780.51617.

7 Bid for Fiscal Year 2018 annual transportation projects. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bids from the following contractors:

Concrete Replacement - Mark Weeks Construction

Traffic Signal Maintenance - Shelby Electric

Asphalt Pavement - Standard Construction, Lehman-Roberts, APAC-Tennessee

These are all budgeted items.

Rick McClanahan, Director of Engineering, requested that this item be pulled so he could clarify the asphalt pavement award.

He explained that Standard Construction would be the primary vendor for asphalt paving products, and Lehman Roberts and APAC-Tennessee would be secondary.

8 Lease contract renewal with Vertical Bridge. (Dick Phebus, Director of Finance)

Request to renew lease contract with Vertical Bridge for use of land (5205 Brief Road) and tower used for the City's two-way public radio communication system. Monthly lease payments are \$1,442, for total of \$17,304 during Fiscal Year 2018. Funds are available in Account 123.48123.243.

9 Contract amendment for temporary employment services. (Dick Phebus, Director of Finance)

Request approval to amend the temporary employment services contract approved on October 14, 2016. This amendment will change the vendor name and clarify the bid pricing sheet. . Pricing on original bid did not change; only clarification of overtime rate billing for both regular and overtime pay.

10 Property, General Liability, Auto, Worker's Compensation, and Other Insurance Renewals. (Ted Archdeacon, Director of Personnel)

The Tennessee Municipal League insurance quotes require approval for the Fiscal Year 2018 renewal for the City of Bartlett and Board of Education.

11 Treasurer's Report for May 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$72,630,170
Year-to-date Expenditures	\$70,201,869
Adopted Budget Revenues	\$72,630,170
Year-to-date Revenues	\$65,743,114

NEW BUSINESS

- I **First Reading of Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute. (Mark Brown, Chief Administrative Officer)**

Mr. Brown explained that this ordinance amendment will bring the City in line with the State's Municipal Purchasing Law of 1983. If a City has a centralized purchasing system through a purchasing agent, purchases up to \$25,000 can be made with administrative approval.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 7/11/2017 7:00 PM
MOVER:	W.C. Pleasant, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	

- 2 **Resolution 30-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)**

Mr. Brown explained that the Bartlett Board of Education approved this budget amendment at its June 22 meeting. This amendment will add funds for three additional capital projects.

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

OPEN DISCUSSION

No citizens spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:22 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 27, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2143)

Meeting: 07/11/17 07:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Stefanie McGee
Initiator: Kim Taylor
Sponsors:
DOC ID: 2143

Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the “C-H” Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the “C-H” Highway Business Zoning District; and

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue on Monday, June 5th, 2017, in accordance with their regulations and recommended approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 11th day of July, 2017, and approved the Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue, subject to the following conditions:

Engineering Conditions:

General:

1. A Site Plan Contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review. This contract will address the fees and bond associated with this development.
2. All new utilities shall be underground.

Plat: (Not Included)

3. The existing recorded plat includes all required notes and easements. In the event that any public utilities are added or shifted, then the plat will have to be re-recorded to reflect these changes.

Sewer Plan: (Not included)

4. The existing sewer tap should be shown on a utility plan.

Water Plan:

5. If needed, a water plan will be completed by City of Bartlett Utility Engineer, Tim Herndon. The owner's engineer shall provide to Mr. Herndon an AutoCAD drawing of the proposed construction plans in order for him to complete this. This file shall be emailed to therndon@cityofbartlett.org and jhorne@cityofbartlett.org

6. The existing water tap should be shown on a utility plan. Applicant must request and purchase a water meter.

Grading and Drainage and Detention Plan: (Not Included)

7. In the event that the existing detention basin requires modification, the Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms.
8. Any required public drainage pipes and structures must be included and labeled in a structure table and pipe table.

Erosion Control Plan: (Not Included)

9. If the disturbed area is greater than 1.0 Acres, then the Engineer shall prepare and submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department.
10. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
11. Metal posts with wired backed fence are required on the proposed silt fences.

Landscaping Plan: (Not Included)

12. This plan must be submitted to the DRC for review and approval.
13. Any adjustments that are required to the plans shall be addressed.
14. Landscape trees are not allowed in any public easement.

Planning Conditions:

1. On-site storage of vehicles, equipment, parts and tires shall be contained and screened from public view.
2. The applicant shall obtain Planning Commission and Design Review Commission site plan approval following the granting of the SUP.
3. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue, incorporating the above listed conditions, is approved.

Adopted this 11th day of July 2017

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

A. Keith McDonald, Mayor

Attest:_____

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2123)

Meeting: 07/11/17 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2123

Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark.

WHEREAS, an application has been received to designate the Barteau - Dickey House, 2943 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 11th day of July 2017 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-8, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Barteau-Dickey House":

Property located at 2943 Sycamore View Road a/k/a the Barteau - Dickey House identified as Shelby County Tax Parcel B0156 00279.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: June 13, 2017

Second Reading: June 27, 2017

Third Reading: July 11, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

HISTORY:

06/13/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 06/27/17

Mr. Emerick explained that this house has recently had its interior renovated, which has made it possible to extend the life of the house. The Historic Preservation Commission approved the Barteau-Dickey House receiving landmark status in April.

06/27/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 07/11/17



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2141)

Meeting: 07/11/17 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2141

Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute.

WHEREAS, the City of Bartlett has adopted purchasing procedures for the protection of taxpayers' monies, and

WHEREAS, the City has established different levels of purchase authority, and

WHEREAS, the State of Tennessee Legislature allows municipalities with a full-time purchasing agent and centralized purchasing authority to increase the dollar amount of administrative approvals from ten thousand dollars (\$10,000) to a maximum of twenty-five thousand dollars (\$25,000), by ordinance, via the Municipal Purchasing Law of 1983 (T.C.A. 6-56-301 and following sections).

WHEREAS, the City of Bartlett has recently hired a full-time purchasing agent and established centralized purchasing authority, thereby meeting the requirements of the Municipal Purchasing Law of 1983.

NOW THEREFORE BE IT HEREBY ORDAINED by the City of Bartlett Board of Mayor and Aldermen to amend the City's purchasing requirements set forth in Codified Ordinance 5-102, 5-103, and 5-104 as follows:

SECTION I.

5-102. Purchases in excess of ~~\$10,000.00~~ \$25,000.

Formal publication in a newspaper of general circulation in Shelby County shall be made to solicit bids from all interested bidders and in addition there shall be sent an invitation to bid to all persons recorded in the Registry of Bidders for purchases of value greater than ~~ten~~ twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000). Publication shall be made not less than ten (10) days before bids are accepted. Bids shall be opened and read

aloud at the time and date specified in the invitation to bid and after review by the appropriate city personnel presented to the board of mayor and aldermen for review and action.

SECTION 2.

5-103. Purchases between ~~\$4,000.00~~ \$10,000 and ~~\$10,000.00~~ \$25,000.

(1) Purchase order request form contains the following minimum information for purchases between four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) and ten twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000) must be submitted.

- (a) Department making request;
- (b) Items requested;
- (c) Reason for request;
- (d) Line item expense code;
- (e) Assurance of funds availability per budget;
- (f) Bids from a minimum of three (3) suppliers or justification as to why three (3) bids were not obtained;
- (g) Signature of department head (or approved representative).

(2) After approval from the mayor's office the request shall be forwarded to accounting where a purchase order authorizing the expenditure will be issued.

SECTION 3.

5-104. Purchases of ~~\$4,000.00~~ \$10,000 or less.

A purchase order request form as outlined under § 5-103 of this chapter may be submitted directly to accounting for issuance of a purchase order for purchases of four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) or less. In no case can the procedure be used when the amount of the purchase would exceed budgeted authorization.

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

EFFECTIVE DATE This Ordinance shall become effective after its final passage, the public welfare requiring it.

First Reading: June 27, 2017

Second Reading: July 11, 2017
Third Reading: July 25, 2017

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

06/27/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 07/11/17

Mr. Brown explained that this ordinance amendment will bring the City in line with the State's Municipal Purchasing Law of 1983. If a City has a centralized purchasing system through a purchasing agent, purchases up to \$25,000 can be made with administrative approval.

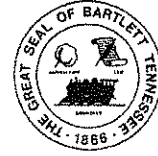
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/11/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bon Lin Elementary 5K Run and Carnival.



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

3940 N. Germantown Pkwy 38133
 Address Zip Code

10-21-17 ~~9A-11A (2hrs)~~ 7A-10A
 Dates of the Event Hours of the Event

Fundraiser (5K) Bon Lin ES PTA
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett City Schools
 Property Owner

Mitch McDaniel 2547 Bartlett Blvd 38134
 Special Event Permit Applicant Address of Applicant

901-412-5960 _____
 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
 _____ Total

[Signature] 6-22-17
 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: BON LIN ELEMENTARY 5K RUN FUNDRAISER-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)

Special Event Checklist

Event: _____

Location: _____

Dates: _____

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 I 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	✓			<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.	Held At the School a part G-town Rd working with BPD
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		✓		<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	5K Hours are 10A-12noon
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.	BPD
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.	only one lane on Gtown Rd

	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.	All parking on BonLin grounds
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.	Bartlett Police a Fire
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	✓		Temporary arrangements for parking and traffic circulation.	
24	✓	✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25	✓		Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26	✓		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	✓		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	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			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			✓	Location and number of proposed temporary public toilets.	
37			✓	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		✓		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.	



BON LIN ELEMENTARY
3940 North Germantown Road
Bartlett, TN 38133

7.1.a

Kasandra Berry, Principal
Tom McClellan, Assistant Principal
Michele Dial, Assistant Principal

This letter serves as my approval for the Bon Lin Elementary PTA to run a fall carnival and 5K on the Bon Lin Elementary property October 21, 2017.

Kasandra Berry

Attachment: BON LIN ELEMENTARY 5K RUN FUNDRAISER-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)



Association Insurance Management, Inc.
your partner for insurance and risk solutions

7.1.a

MEMBER CERTIFICATE OF INSURANCE

10/6/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN517799

NAMED INSURED MEMBER:

Bon Lin ES PTA
Attn: Brittany Young or Current Officer
3940 Germantown Rd.
Memphis, TN 38133

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	PTP0008549	9/28/16 - 9/28/17	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Medical Payments	PTP0008549	9/28/16 - 9/28/17	\$ 0	Any One Person	\$5,000
Tudor Insurance Company / Non-profit Prof Liability (Officers Liability)*	PTP0008550	9/28/16 - 9/28/17	\$ 1,500	Aggregate	\$5,000
				Aggregate	\$1,000,000
Retro-active Effective Date:		9/28/14			
Tudor Insurance Company / Comm'l Crime & Fidelity (Bond)	PGP0862891	9/28/16 - 9/28/17	\$ 250	Each Occurrence	\$50,000

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: BON LIN ELEMENTARY 5K RUN FUNDRAISER-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)

RE: Bon Lin Elementary 5k

Jeff Cox <jcox@bartlettspolice.org>

Tue 5/23/2017 9:41 AM

To: Mitch McDaniel <mmcdaniel@bartlettschools.org>;

Looks good to me we can handle it. Just keep me posted.

Sent via the Samsung Galaxy Note® 4, an AT&T 4G LTE smartphone

----- Original message -----

From: Mitch McDaniel <mmcdaniel@bartlettschools.org>

Date: 5/22/17 10:56 AM (GMT-06:00)

To: Jeff Cox <jcox@bartlettspolice.org>

Subject: Bon Lin Elementary 5k

Race would be October 21st starting at 10am. The picture isn't great but not sure how to do it very well.

We will start at the school drive. Left onto Germantown. Left onto Bon Lin Dr. as it dead ends into the cove, circle cove and come back up Bon Lin dr. Right on Germantown toward school. Left onto second entrance of school and around the bus lane and then back up the mid of the drive to finish.

Thanks so much and please let me know if there is anything else you need from me.

Mitch McDaniel
Bon Lin Elementary
PTA President
901-412-5960

[Get Outlook for iOS](#)

From: LaShona Taylor**Sent:** Monday, May 22, 2017 10:52:55 AM**To:** Mitch McDaniel**Subject:** race path

Here you go!

Attachment: BON LIN ELEMENTARY 5K RUN FUNDRAISER-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)



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

3940 N. Germantown Pkwy 38133
 Address Zip Code

10-21-17 10A-3P
 Dates of the Event Hours of the Event

Bon Lin ES PTA Carnival
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett City Schools
 Property Owner

Mitch McDaniel 2547 Bartlett Blvd.
 Special Event Permit Applicant Address of Applicant

901-412-5960
 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
 Total

 6-22-17
 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: BON LIN ELEMENTARY PTA CARNIVAL-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)

Special Event Checklist

Event: _____

Location: _____

Dates: _____

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	✓	✓		<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
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.	
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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.	

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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.	
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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
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26	✓		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.	
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28	✓		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.

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38		✓		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:

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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.	



BON LIN ELEMENTARY
3940 North Germantown Road
Bartlett, TN 38133

7.1.b

Kasandra Berry, Principal
Tom McClellan, Assistant Principal
Michele Dial, Assistant Principal

This letter serves as my approval for the Bon Lin Elementary PTA to run a fall carnival and 5K on the Bon Lin Elementary property October 21, 2017.

Kasandra Berry

Attachment: BON LIN ELEMENTARY PTA CARNIVAL-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)



Association Insurance Management, Inc.
your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

10/6/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN517799

NAMED INSURED MEMBER:

Bon Lin ES PTA
Attn: Brittany Young or Current Officer
3940 Germantown Rd.
Memphis, TN 38133

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	PTP0008549	9/28/16 - 9/28/17	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Medical Payments	PTP0008549	9/28/16 - 9/28/17	\$ 0	Any One Person	\$5,000
				Aggregate	\$5,000
Tudor Insurance Company / Non-profit Prof Liability (Officers Liability)*	PTP0008550	9/28/16 - 9/28/17	\$ 1,500	Aggregate	\$1,000,000
Retro-active Effective Date:		9/28/14			
Tudor Insurance Company / Comm'l Crime & Fidelity (Bond)	PGP0862891	9/28/16 - 9/28/17	\$ 250	Each Occurrence	\$50,000

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: BON LIN ELEMENTARY PTA CARNIVAL-OCTOBER 2017 (2142 : Bon Lin Elementary 5K Run & PTA Carnival)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/11/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Stefanie McGee

Department Head: Bill Yearwood

Bid for annual yard waste disposal.

On June 2, 2017 an ad was placed in the *The Daily News*. On June 22, 2017, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

	Yard waste	Aged mulch
Jones Mulch Co. LLC	\$1.85 cubic yard	\$10.00 cubic yard
Nature's Earth Products	\$2.10 cubic yard	\$9.00 cubic yard

We recommend the bid be awarded to both vendors.

Funds are available in Account 122.48122.563.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/11/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Old Brownsville Road Bridge over Buckhead Creek replacement, utility relocation, and project oversight.

The Old Brownsville Road Bridge over Buckhead Creek was advertised in the *Tri-State Defender* and *The Daily News* on April 27, 2017 and in *The Commercial Appeal* on April 30, 2017. The contractors that picked up Bid Documents are as follows:

Chris-Hill Construction Co., LLC
Dement Construction Co., LLC
Bell & Associates Construction
Jones Bros. Inc.
Thomson & Thomson, Inc.

On Tuesday, May 30 we received four bids for the construction of the **Old Brownsville Road Bridge over Buckhead Creek Project**. The apparent low bidder, Jones Bros. Inc. submitted a total base bid of **\$658,887.32**. 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 Consultant/Contract review committee. It concluded that Jones Bros. has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Jones Bros. Inc. in the **base bid** amount of **\$658,887.32**, plus an additional amount of **\$100,000.00** for items that may need to be added during construction for a total not to exceed **\$758,887.32**. Funding is available in Account 311.48311.780.442.

Bidder	Total Base Bid
Chris-Hill Construction	\$671,897.24
Dement Construction	\$765,936.00
Jones Bros	\$658,887.32
Thomson & Thomson	\$679,195.75

On Thursday, June 8, 2017 we received five bids for the **Old Brownsville Road at Buckhead Creek Water and Sewer Relocation** project. The apparent low bidder, Ensco, LLC submitted a total base bid of **\$128,050.00**. Based on the bid prices submitted, Engineering recommends awarding this bid in the amount of **\$128,005.00**, plus an additional amount of **\$25,000.00** for items that may need to be added during construction for a total not to exceed **\$153,050.00**.

Bidder	Total base bid
B&C Construction	\$157,500
Delgado Construction	\$204,330
Ensco, LLC	\$128,050
Marbury Construction	\$169,046

W&T Contracting	\$195,940
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After a request for qualifications for Construction Engineering and Inspection (CEI), the selection committee chose **Buchart Horn, Inc.** to provide CEI services during the Old Brownsville Road Bridge construction. Buchart Horn has submitted an estimate not to exceed **\$230,043.94** to complete all CEI services. We recommend awarding the CEI contract to Buchart Horn in the amount of **\$230,043.94**.

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF
Contract No. FY2017-04-050

PIN: 115525.00
County: Shelby
Federal Project No.: STP-M-9419(8)
State Project No.: 79LPLM-F1-222
Local Agency Reference No.: FY2017-04-050
Description Of Project: OLD BROWNSVILLE ROAD BRIDGE OVER BUCKHEAD
CREEK/FRANKS BRANCH, BRIDGE REPLACEMENT
Project Length: 0.056 MILES
Completion Time: On or Before DECEMBER 31, 2018
DBE Goal: 12%

By: _____

City, St.: _____

Surety: _____

TDOT Version: 3/1/16

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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.tn.gov/tdot/section/tdot-construction-division>.

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.....

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.

THE CITY OF BARTLETT
INSTRUCTIONS TO BIDDERS
BIDS TO BE RECEIVED

5/30/2017

Sealed bids for the construction of the following projects will be received by the CITY OF BARTLETT, **6400 Stage Road** until 2:00 **PM 5/30/2017** and opened publicly at 6400 Stage Road, **2:00 PM 5/30/2017**. The reading of the bids will begin at **2:00 PM**.

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 the **Engineering Department** (901.385.7021). Information received from other offices of the CITY OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT, 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 OF BARTLETT will be subject to approval by the Tennessee Department of Transportation. The CITY OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT will be promoted thereby.

The CITY OF BARTLETT 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 OF BARTLETT.

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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT, 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 OF BARTLETT. 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
<http://www.tn.gov/tdot/section/tdot-construction-division>

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. **This proposal Contract will be marked "Void for Bidding"**. A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

LICENSING REQUIREMENTS

According to the types of funds used, contractor bidding requirements differ. When using any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) within twenty-one (21) days of the bid opening, in accordance with Subsection 102.11 of the Tennessee Department of Transportation Standard Specifications.

Prior to recommending award of a contract, the Local Government will confirm that the lowest responsible bidder is licensed with the BLC. Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the CITY OF BARTLETT 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 OF BARTLETT and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the CITY OF BARTLETT.

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

ISSUANCE OF BIDDING DOCUMENTS

This CITY OF BARTLETT 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.

A charge of **[\$100.00]** plus **[0.0%]** sales tax, for in-state delivery, will be made for each Proposal Contract. This charge is applicable regardless of whether the Proposal is to be used for bidding or non-bidding purposes. Proposals will be obtainable until the time set for opening bids. The charge for Plans and/or Cross-sections will be as specified in the Notice to Contractors and this charge will be applicable before the letting and for three months after the letting. Plans ordered after the three month period will be furnished at **[\$1.00]** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **[\$1.00]** per sheet. Tabulations of bids will be furnished at **[\$1.00]** per sheet. Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **\$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **\$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of \$2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

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 OF BARTLETT. 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 OF BARTLETT.

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 OF BARTLETT 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.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

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.

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 OF BARTLETT 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/COUNTY Officer]

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.

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STATEOFTENNESSEE

Rev: October 10, 2016

January 1, 2015

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 *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

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.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, 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

SP102I**SP102I**

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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.

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STATEOFTENNESSEE

(Rev. 6-19-95)

(Rev. 6-1-04)

(Rev. 06-20-2011)

January 1, 2015

SPECIAL PROVISIONREGARDINGBUY 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

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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

STATE**OF****TENNESSEE**

January 1, 2015

Rev. 12-22-14

Rev. 2-13-17

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

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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 a current TDEC “*Fundamentals of Erosion Prevention and Sediment Control Level I*”

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Sheet 3 of 4

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

SP107FP**SP107FP**

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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**.

Spill Prevention, Control, and Countermeasure

To help prevent the discharge of oil into navigable waters, the U.S. Environmental Protection Agency (EPA) developed the Spill Prevention, Control, and Countermeasure (SPCC) Program. The SPCC Program is under the authority of Section 311 (j)(1)(C) of the Federal Water Pollution Control Act (Clean Water Act) in 1974. The rule may be found at Title 40, Code of Federal Regulations (CFR), Part 112. Additional information regarding the preparation and requirements of a SPCC Plan can be found at: <http://www.epa.gov/oem/content/spcc/>.

If applicable based upon the total aggregate capacity of aboveground oil storage, the contractor shall develop a site specific SPCC Plan per EPA requirements. This plan shall be provided to the Project Supervisor as part of the required submittals during the project Pre-Construction Meeting or at which time the conditions on the project site meet the applicable criteria. The contractor shall be responsible for obtaining any other necessary local, state, and federal permits as applicable. The SPCC Plan and/or permits shall be kept on-site.

The contractor shall be responsible complying with all aspects of the site specific SPCC Plan including but not limited to: performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project’s Stormwater Pollution Prevention Plan (SWPPP). In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24-hour period, the contractor shall immediately notify the Project Supervisor.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
MEMPHIS ENVIRONMENTAL FIELD OFFICE
DIVISION OF WATER RESOURCES
8383 WOLF LAKE DRIVE
MEMPHIS, TN 38133

March 28, 2016

Mr. W. Rick McClanahan
Director of Utilities and Engineering
City of Bartlett
6382 Stage Rd.
Bartlett, TN 38134

Subject: **General Permit for Construction and Removal of Minor Road Crossings
Aquatic Resource Alteration Permit (ARAP) NR1605.015
Bridge Replacement at Old Brownsville Road over Buckhead Creek
Bartlett, Shelby County, Tennessee**

Dear Mr. McClanahan:

We have reviewed your application for the proposed replacement of Old Brownsville Road bridge over Buckhead Creek. Pursuant to the *Tennessee Water Quality Control Act of 1977* (T.C.A. § 69-3-101 et seq.) and supporting regulations the Division of Water Resources is required to determine whether the activity described in the attached notice of coverage will violate applicable water quality standards. This permit may also serve as a federal §401 water quality certification (pursuant to 40 C.F.R. §121.2).

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings*. The work must be accomplished in conformance with accepted plans and information submitted in support of application NR1605.015 and the limitations and conditions set forth in the *General Permit for Construction and Removal of Minor Road Crossings* (enclosed). It is the responsibility of the permittee to ensure that all contractors involved with this project have read and understand the permit conditions before the project begins.

Please note that excavation and fill activities associated with the road crossing must be separated from flowing waters. This may be accomplished through the utilization of cofferdams (non-erodible materials), berms or temporary channels. The bottom of the culverts shall be constructed below the stream bed elevation to allow natural substrate to reestablish. Channel widening is expressly prohibited under the terms of the general permit. All box culverts with more than one barrel shall be constructed in a manner which will concentrate baseflow into one barrel. All disturbed areas must be revegetated or otherwise stabilized upon completion of construction.

Annual Maintenance and Coverage Termination

Permittees will be assessed an annual maintenance fee of \$350 for coverages that exceed one year. Please note that this maintenance fee does not grant the right to extend coverage past the expiration date of the General Permit itself.

Permittees may terminate coverage prior to the expiration date by submitting a completed notice of termination form (NOT), which is available on the division's webpage at

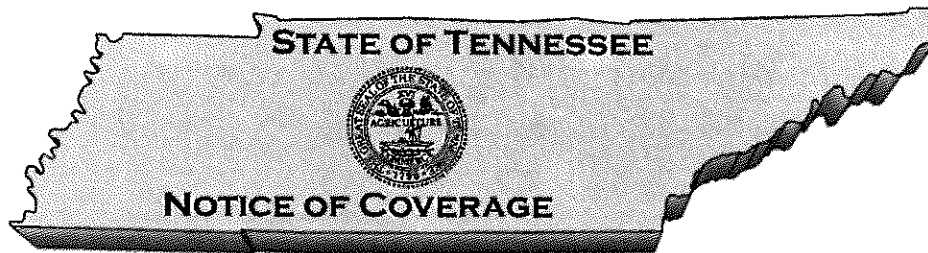
http://tdec.tn.gov/etdec/DownloadFile.aspx?row_id=CN-1450. A complete NOT should include photodocumentation of the finished project area. The division will notify the permittee that either the NOT was received and accepted, or that the permit coverage is not eligible for termination (due to existing deficiencies) and has not been terminated.

We appreciate your attention to the terms and conditions of this general permit for aquatic resource alteration. If you have any questions, please contact Mr. Lew Hoffman at (901) 371-3019 or by e-mail at Lew.Hoffman@tn.gov.

Sincerely,


Joellyn Brazile
Environmental Program Manager

Encl: NOC and copy of general permit
CC: Memphis EFO Permit File
Mr. Wade Towles, Assistant City Engineer, City of Bartlett



Under the Aquatic Resource Alteration

General Permit for Construction and Removal of Minor Road Crossings

Tennessee Department of Environment and Conservation

Division of Water Resources

William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue, 11th Floor

Nashville TN 37243

ARAP - NR1605.015

Under authority of the Tennessee Water Quality Control Act of 1977 (TWQCA, T.C.A. 69-3-101 et seq.) the Division of Water Resources has determined the activity described below would not violate applicable water quality standards.

This activity is governed by the *General Permit for Construction and Removal of Minor Road Crossings* issued pursuant to the TWQCA. The work must be accomplished in conformance with accepted plans, specifications, data and other information submitted in support of application NR1605.015 and the terms and conditions set forth in the above referenced general permit.

PERMITTEE: City of Bartlett

AUTHORIZED WORK: Replacement of Old Brownsville Road bridge over Buckhead Creek

LOCATION: Brownsville Road at Buckhead Creek, Shelby County

Latitude: 35.2619 Longitude: -89.8016

WATERBODY NAME: Buckhead Creek

EFFECTIVE DATE: 28-MAR-16 **EXPIRATION DATE:** 06-APR-20

This does not preclude requirements of other federal, state or local laws. In particular, work shall not commence until the applicant has received the federal §404 permit from the U. S. Army Corps of Engineers, a §26a permit from the Tennessee Valley Authority or authorization under a Tennessee NPDES Storm Water Construction Permit where necessary. This permit may also serve as a federal §401 water quality certification (pursuant to 33 U.S.C. §1341) since the planned activity was reviewed and the division has reasonable assurance that the activity will be conducted in a manner that will not violate applicable water quality standards (T.C.A. § 69-3-101 et seq. or of § § 301, 302, 303, 306 or 307 of *The Clean Water Act*).

The state of Tennessee may modify, suspend or revoke this authorization should the state determine that the activity results in more than an insignificant degradation of applicable water quality standards or violation of the TWQCA. Failure to comply with permit terms may result in penalties in accordance with T.C.A. §69-3-115.

Tennessee Department of Environment and Conservation
General Aquatic Resource Alteration Permit for
Construction or Removal of Minor Road Crossings



Effective Date: April 7, 2015

Expiration Date: April 6, 2020

Activities Covered by this Permit

This general permit authorizes the construction and/or removal of minor road crossings of streams, via bridge, culvert, pipe, or fords. This permit also authorizes other similar transportation crossings such as railroads and linear crossings of greenway trails.

Certain activities due to size, location or potential water quality impacts are not covered under this general permit, as described in both the Special and General Conditions sections. Activities not qualifying for authorization under this general permit may be authorized by a standard (individual) permit provided that all requirements of the *Tennessee Water Quality Control Act of 1977* (the *Act*) are met.

Special Conditions

1. Road crossings, including transition channels, endwalls, aprons, or rip rap, that either individually or cumulatively exceed a total length of 200 feet of impact in the same Stream Catalog Unit (Waterbody) for the entire project are not covered.
2. Crossings or encapsulations associated with non-linear features such as vehicle maintenance or storage buildings, parking lots, cul-de-sacs and turn-arounds are not covered.
3. All riprap associated with the road crossings shall be placed as to mimic the existing/proposed contours of the stream channel. Riprap shall be countersunk and placed at the grade with the existing stream substrate. Voids within the riprap shall be filled with suitable substrate to prevent streamflow loss within the riprap areas. Over-excavation or grouting for placement of riprap is not covered.
4. Road crossings that may significantly alter the hydraulics of the stream (e.g., under-sizing or over widening the channel) are not covered.
5. The bottom of culverts shall be constructed below the stream bed elevation, in a manner that allows natural substrate to reestablish. All box culverts with more than one barrel shall be constructed in a manner which will concentrate baseflow into one barrel and not result in channel over widening.
6. The crossing shall be culverted, bridged or otherwise designed to prevent the impoundment of normal or base flows on the upstream side, and not result in a disruption or barrier to the movement of fish or other aquatic life on the downstream side. Base flow is the usual or normal flow of the stream that is supplied primarily by groundwater from springs and seeps, but not affected by rapid runoff during and after rainfall.
7. The width of the fill associated with the crossing shall be limited to the minimum necessary for the actual crossing.
8. Where a crossing is removed, natural channel characteristics (dimensions, shape, substrate, etc.) shall be replicated and stabilized using clean rock, riprap, anchored trees or other non-erodible materials found in the natural environment.

condition in which visible solids, bottom deposits or turbidity impairs the designated uses of waters of the state.

14. Erosion prevention and sediment control measures must be in place and functional before any earth moving operations begin, and shall be designed according to the department's *Erosion and Sediment Control Handbook* (www.tn.gov/environment/wpc/sed_ero_controlhandbook/). Permanent vegetative stabilization using native species of all disturbed areas in or near the stream channel must be initiated within 15 days of project completion (see also *Landscaping with Natives* at tneppc.org). Non-native, non-invasive annuals may be used as cover crops until native species can be established.
15. The permittee is responsible for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) *General Permit for Storm Water Discharges from Construction Activities* where clearing, grading or excavation results in an area of disturbance of one or more acres, or activities that result in the disturbance of less than one acre if it is part of a larger common plan of development or sale.
16. Stream beds shall not be used as linear transportation routes for construction equipment. Temporary stream crossings shall be limited to one point in the construction area and erosion control measures shall be utilized where stream bank vegetation is disturbed. The crossing shall be constructed so that stream or wetland flow is not obstructed. Following construction, all materials used for the temporary crossing shall be removed and disturbed stream banks shall be restored and stabilized if needed.

Obtaining Permit Coverage

Activities where the total length of disturbance along the stream channel needed to construct or remove a road crossing is less than 25 feet may be done without submittal of an application or written authorization from the division prior to the commencement of work, provided the work is performed in accordance with the permit terms and conditions.

Other proposed minor road crossing activities may obtain coverage by submitting a signed and completed application (form CN-1091), along with any other required information, to the division. Work shall not commence until a written Notice of Coverage (NOC) from the division is received. As noted above, not all activities may be eligible for coverage under this general permit and coverage may be denied when appropriate.

Each Notice of Coverage under this general permit is valid until the expiration date specified on the NOC. If the expiration date on an NOC extends beyond the date the General Permit is modified, reissued, or revoked, and the permittee has commenced or is under contract to commence this activity before the expiration date, the permittee may have up to twelve (12) months from the date of the modification, reissuance, or revocation of the General Permit to complete the activity under the present terms and conditions of the general permit.

An application fee as established in Rule 0400-40-11-.02 will be assessed to applicants intending to receive an NOC to conduct activities under this general permit. An annual maintenance fee will be assessed to those individuals holding general permit coverage unless a Notice of Termination (NOT) form is received prior to the one-year anniversary of the issuance date of the NOC, or the NOC was issued for less than a one-year term. An NOT form can be downloaded from the division's ARAP webpage (<http://www.tn.gov/environment/permits/arap.shtml>).

APPROVED: _____

Tisha Calabrese Benton
Director, Division of Water Resources

DATE: _____

7/22/15

SP108A**SP108A**

Sheet 1 of 1

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

Project No.:115525.00

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”:

Item 105-01 – Construction Stakes, Lines and Grades
 Item 209 – EPSC Items
 Item 604-05.31 – Bridge Deck Grooving (Mechanical)
 Item 617 – Bridge Deck Sealant
 Item 705 – Guardrail, Anchors, etc.
 Item 707 – Fencing Items
 Item 712 – Traffic Control Items
 Item 713 – Signing Items
 Item 716 – Pavement Marking Items
 Item 730 – Traffic Control Items
 Item 801 – Seeding
 Item 803-01 – Sodding

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

January 1, 2015

SPECIAL PROVISION**REGARDING****EQUAL 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.

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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.

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- (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.

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- (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.

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- (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.

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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.

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- 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

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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.

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- (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.

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- 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.

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- 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).

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

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

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<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

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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.

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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 journeyman 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

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STATEOFTENNESSEE

January 1, 2015

(Rev. 01-03-14)
 (Rev. 09-08-14)
 (Rev. 01-06-15)
 (Rev. 01-11-16)
 (Rev. 01-06-17)

SPECIAL PROVISION**REGARDING****TENNESSEE DEPARTMENT OF TRANSPORTATION****2017 MINIMUM WAGE SCALES FOR FEDERAL-AID CONSTRUCTION****& 2017 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION**

This Contract contains "Tennessee Department of Transportation 2017 Minimum Wage Scales for State Funded Construction", Tennessee Department of Labor Decision No. T-40227, dated January 1, 2017, and Tennessee Department of Transportation 2017 Minimum Wage Scales for Federal-Aid Highway Construction, U. S. Department of Labor Decision No. TN170148 (dated January 6, 2017).

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

Attachment: IFC OLD BROWNSVILLE RD BRIDGE OVER BUCKHEAD CREEK PIN 11552500 BID BOOK 2017.010 (2138 : Bid for Old Brownsville

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Sheet 1 of 6

TENNESSEE DEPARTMENT OF TRANSPORTATIONMINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

General Decision Number: TN170148 01/06/2017 TN148

Superseded General Decision Number: TN20160148

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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	01/06/2017

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER.....	\$ 14.26	
CARPENTER.....	\$ 17.52	
CEMENT MASON/CONCRETE FINISHER...	\$ 15.55	
ELECTRICIAN.....	\$ 24.08	
IRONWORKER		

Attachment: IFC OLD BROWNSVILLE RD BRIDGE OVER BUCKHEAD CREEK PIN 11552500 BID BOOK 2017.010 (2138 : Bid for Old Brownsville

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Reinforcing.....\$ 16.29
 Structural.....\$ 16.89

LABORER

Common/Unskilled.....\$ 13.11
 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.....\$ 15.27

PAINTER (INCLUDES SANDBLASTER)...\$ 26.36

POWER EQUIPMENT OPERATOR:

GROUP 1

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

GROUP 1A

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

GROUP 2

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

GROUP 3

Asphalt Paver, Concrete
 Finishing Machine,
 Concrete Paver, Scale,
 Spreader (self-

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propelled), Concrete
Grinder, Asphalt Milling
Machine, Boring Machine
(horizontal).....\$ 17.75

GROUP 4

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

GROUP 5

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

TRUCK DRIVER

2 axles.....\$ 15.36
3-4 axles.....\$ 14.86
5 or more axles.....\$ 16.27

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

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health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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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

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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 TRANSPORTATION2017 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION

January 1, 2017

Tenn. DOL Decision No. T-40227

CLASSIFICATION (ENGLISH)	CLASSIFICATION (SPANISH)	Basic Hourly Rates	Craft No.
Bricklayer	Ladrillero	14.84	01
Carpenter / Leadsperson	Carpintero o Lider	18.23	02
Class "A" Operators	Operador Clase A	19.92	03
Class "B" Operators	Operador Clase B	17.77	04
Class "C" Operators	Operador Clase C	18.47	05
Class "D" Operators	Operador Clase D	17.15	06
Concrete Finisher	Terminador de Cemento	16.18	07
Drill Operator (Caisson)	Operador de Perfordora	26.28	08
Electrician	Electricista	25.06	09
Farm Tractor Operator (Power Broom)	Operador de Tractor de Rancho	14.05	10
Ironworkers (Reinforcing)	Herrero	16.95	11
Ironworkers (Structural)	Herrero de Estructura	17.58	12
Mechanic (Class I) Heavy Duty	Mecanico Clase 1	22.34	13
Mechanic (Class II) Light Duty	Mecanico Clase 2	20.32	14
Painter / Sandblaster	Pintor o Lajador	27.43	15
Powder Person / Blaster	Proveedor de Explosivos	20.58	16
Skilled Laborer	Obrero Diestro	15.89	17
Survey Instrument Operator	Operador de Agrimensor	20.45	18
Sweeping Machine (Vacuum) Operator	Operador de Barredora	16.20	19
Truck Driver (2 axles)	Camionero (2 ejes)	15.98	20
Truck Driver (3/4 axles)	Camionero (3 o 4 ejes)	15.46	21
Truck Driver (5 or more axles)	Camionero (5 o más ejes)	16.93	22
Laborer /Unskilled , Flagger, Traffic Control, Pickup Driver	Obrero no Diestro	13.64	23
Worksite Traffic Coordinator	Coordinar de Trafico en el Lugar de Trabajo	19.82	24
Crane Operator	Operador de la Grua	21.27	25

CLASSIFICATION**CRAFT 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 Apprentiship 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.

SP604CR**SP604CR**

Sheet 1 of 3

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

(Rev. 2-19-96)

January 1, 2015

SPECIAL PROVISION**REGARDING****REPAIR OF BRIDGE DECK CRACKS**

Description. This work shall consist of the cleaning and repairing of all visible bridge deck cracks in accordance with these specifications, the Standard Specifications, the contract plans or as directed by the Engineer. Cracks shall be repaired using a High Molecular Weight Methacrylate (HMWM).

Materials. The material used for treating cracks shall be a low viscosity, non-fuming, high molecular weight methacrylate resin listed on the Department's approved products list and conforming to the following:

Physical Property**Requirement**

Viscosity	25 cps, maximum (Brookfield RVT with UL adaptor, 50 RPM at 25°C (77°F))
Density	0.9 kg/L (7.5 lbs/gal), minimum, at 25°C (77°F)
Flash Point	82°C (180°F), minimum
Vapor Pressure	1.0 mm Hg, maximum at 25°C (77°F)
Gel Time	20 minutes minimum at application temperature
Tack Free Time	6 hours maximum
Bond Strength	10.3 MPa (1500 psi) minimum (ASTM C 882)

The contractor shall have a qualified representative on site to provide expert assistance to the Contractor on storage, mixing, application, clean-up and disposal of materials.

SP604CR**SP604CR**

Sheet 2 of 3

The promoter and initiator, if supplied separately, shall not contact each other directly. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

The quantity of resin mixed with promoter and initiator shall be limited to 20 liters (5 gallons) at a time for manual application. A significant increase in viscosity shall be cause for rejection. The mixed resin shall be applied within 10 minutes after complete mixing.

A Material Safety Data Sheet (MSDS) shall be furnished for the HMWM resin promoter and initiator to be used. A certification showing conformance to these specifications shall be provided with each batch of resin.

Aggregate materials shall consist of clean, dry, fine grained sand as per resin manufacturer specifications.

Surface Preparation. Preparation of the concrete bridge deck surface shall consist of air blasting all visible cracks with oil free compressed air using sufficient air pressure to remove all loose or objectionable material from the cracks and bridge deck surface as approved by the Engineer. The surface cracks shall be visually dry before treatment with HMWM is allowed to begin.

Application of HMWM. The contractor shall plan and prosecute his operations in such a manner as to protect persons and vehicles from injury or damage.

The concrete surface temperature shall not be less than 10°C (50° F) and not more than 38°C (100° F) at the time of resin application.

In applying to individual cracks on a linear foot basis the resin shall be applied at an average rate of one liter per 16 linear meters (one (1) gallon per 200 linear feet) or as directed by the Engineer. Large cracks (wider than 0.75 mm (0.03 inches)) should be pre-filled with sand before applying resin. Each crack shall be treated with resin by ponding the resin over the crack and allowing gravity to feed the material into the crack. The resin shall be ponded over each crack for 5-10 minutes. The ponding procedure shall be repeated until each crack is sealed.

If applying to the total deck surface on a square meter (square yard) basis, the deck surface shall be flooded with resin, allowing penetration into the concrete and filling of all cracks. The rate of application of promoted/initiated resin shall be approximately 2.2 square meters per liter (10 square yards per gallon), the exact rate shall be determined by the Engineer. Excess material shall be redistributed by squeegee or brooms within 10 minutes after application. The entire treated area of the bridge deck shall have sand broadcast by mechanical means to effect a uniform coverage of 0.14 to 0.16 kilograms per square meter (0.25 to 0.30 pounds per square yard).

Traffic shall not be permitted on the treated bridge deck until the treated cracks are tack free (non-oily).

SP604CR**SP604CR**

Sheet 3 of 3

Measurement and Payment. Bridge Deck Sealing shall be measured and paid for at the contract unit price per square meter (square yard) which price shall be full compensation for all labor, materials (except sealant), equipment, surface preparation and incidentals required for the satisfactory completion of the work.

Bridge Deck Crack Sealing shall be measured and paid for at the contract unit price per linear meter (linear foot) which price shall be full compensation for all labor, materials (except sealant), equipment, surface preparation and incidentals required for the satisfactory completion of the work.

Sealant shall be measured and paid for at the contract unit price per liter (gallon) which price shall be full compensation for furnishing the sealant material for individual crack sealing or sealing of areas by flooding.

SP730ASP730A

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

(Rev. 12-18-95)

January 1, 2015

SPECIAL PROVISION**REGARDING****TEMPORARY TRAFFIC CONTROL (SIGNALIZATION)**

Delete **Subsection 730.01** of the Standard Specifications and substitute the following:

730.01 - Description of Work - This work shall consist of furnishing, erecting, and maintaining all signalization equipment and materials installed in accordance with the provisions of the current edition of the "Manual for Uniform Traffic Control Devices for Streets and Highways", Federal Highway Administration, and these Specifications, or as specified by the plans or directed by the Engineer for the purpose of safely directing traffic through construction zones.

Material and equipment, while not required to be new, shall nevertheless, be in good condition and ready for use. If the Contractor elects to use a traffic signal controller that is not new, certification shall be submitted that the equipment has been tested to the original manufacturers' specifications and is in good working condition, and that all applicable NEMA environmental standards are met.

All equipment necessary for the satisfactory performance of this work shall be on hand and approved before the work will be permitted to begin. All construction requirements for this work shall be as prescribed in **Section 712 - Temporary Traffic Control**.

Delete **Subsection 730.03** of the Standard Specifications and substitute the following:

730.03-Submittal Data Requirements - Within 30 days after the issuance of the work order, the Contractor shall submit to the Engineer and to the Division of Materials and Tests one collated set of the manufacturer's descriptive literature and technical data which fully describes the types of signal equipment he proposes to use. A copy of the transmittal letter for this submittal shall be provided to the Engineer. Descriptive literature shall include the manufacturer, models, etc. and be adequate to determine if the equipment or material meets the requirements of the Plans and specifications. These sets of submittal data shall include a list of the materials submitted along with descriptive material for, but not limited to, the following items:

Controller
 Cabinet and Exhaust Fan
 Detectors
 Signal Heads including Lamp Information and Mounting Hardware
 Loop Wire and Loop Sealant
 Shielded Detector Cable
 Signal Cable
 Cable for Span Wire, Guys, etc.
 Pull Boxes
 Conduit
 Coordination Equipment
 Wood Poles

In addition to the above, the Contractor shall submit to the Engineer a notarized letter certifying that all traffic signal materials listed in the submittal are in conformance with the Plans and Specifications.

If the signal equipment has been approved previously by the Department, a certified letter referencing the Contract and a statement confirming that the equipment has been tested in accordance with **Section 730.01**, may be submitted in lieu of the two (2) sets of the manufacturers descriptive material described above. The submittal sets shall also include detailed scale drawings of any non-standard or special equipment and of any proposed deviation from the Plans. If requested to do so, the contractor shall submit for approval sample articles of any materials proposed for use. The Department will not be liable for any materials purchased, labor performed, or delay to the work prior to such approval.

Add the following after the fifth paragraph of **Subsection 730.24**:

If polycarbonate signal heads are provided, they shall be the same in appearance as metal signals except the lenses, housings, doors and visors shall be molded of polycarbonate resin and shall withstand 70 ft-lb impact without fracture or permanent deformation. The color of the signal shall be Federal yellow and shall be homogenous throughout. Reflectors shall be "ALZAK" process coated aluminum or approved equal material and shall conform to the latest revised specifications of the ITE Technical Report No. 1.

Delete 6 (K.) under Controller Cabinets in **Subsection 730.25** and substitute the following:

- K. All cabinet housing solid-state controllers shall be supplied with a signal conflict monitor which meets the NEMA standards. The signal conflict monitor (SCM) shall be wired to sample the following cabinet functions:
 1. Each phase Red/Yellow/Green/Walk display.
 2. Controller plus 24 volt output.

3. Controller Voltage Monitor function.

The following conditions shall be sensed by the monitor and the SCM shall place the cabinet in the Flash Mode:

1. Absence of an active AC input on a channel.
2. Green/Yellow both active on a channel.
3. Yellow/Red both active on a channel.
4. Green/Green active on conflicting channels.
5. Green/Walk active on conflicting channels.
6. Green/Yellow active on conflicting channels.
7. Absence of the 24 VDC required to operate the load switches.
8. Controller Voltage Monitor circuit indicates a controller malfunction.
9. Defeatable per channel operation that times the Phase Yellow Clearance interval. If the Phase Yellow Clearance is less than 3.0 seconds, the intersection shall be placed in the FLASH mode.

The SCM shall be wired in the cabinet in such a manner that the cabinet will provide ONLY FLASH operation if the SCM is not properly mounted.

The SCM shall be provided with front panel indicators to display the following:

1. AC power is active.
2. Channel active indicators.
3. Failed status.
 - a. Plus 24 VDC I.
 - b. Plus 24 VDC II.
 - c. Conflict.
 - d. Controller Voltage Monitor.
 - e. Absence of Signal.
 - f. Power Failure after conflict.

The SCM shall have a defeatable "Start in Flash Period" which shall be user adjustable over the range of 4-10 seconds. This circuitry shall guarantee a minimum flash operation period of the intersection when power is applied to the monitor.

The monitor shall be provided with a front-panel reset switch and power fuse.

The type of monitor required shall be as specified previously, but in no case will a cabinet be acceptable which has phase red/yellow/green/ or walk displays which are not monitored by the SCM.

The signal monitor sampling inputs shall be terminated at the point in the cabinet which is closest to the field termination point.

Add the following after the fourth paragraph of **Subsection 730.29**:

Microwave Vehicle Detector

SP730A**SP730A**

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Microwave vehicle detectors shall be self-contained units capable of emitting a low power microwave beam over one or more lanes of traffic. The microwave vehicle detector shall have the following requirements:

1. Shall have directional detection capability with a detection range of 5 to 50 meters (16 to 160 feet) measured from the detector over the approach traffic lane.
2. Shall have pan and tilt adjustability.
3. Shall have a detection delay of a minimum of one third of a second before an output is generated.
4. Shall be housed in an aluminum enclosure.

SP102LCSP102LC

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

(REV. 3-30-15)

January 1, 2015

SPECIAL PROVISION**REGARDING****TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD****SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION****DESCRIPTION**

Any and all references concerning the March 1, 2006 Standard Specifications for Road and Bridge Construction shall be interpreted as the January 1, 2015 Standard Specifications for Road and Bridge Construction.

The following Special Provisions have been incorporated into the January 1, 2015 Standard Specifications for Road and Bridge Construction:

- 107SHP
- 407G
- 411TL
- 411TLD
- 411OGFC
- 716ST

Any reference to these Special Provisions shall refer to the January 1, 2015 Standard Specifications for Road and Bridge Construction.

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STATEOFTENNESSEE

(Rev. 12-01-06)

(Rev. 11-10-08)

(Rev. 9-17-11)

(Rev. 4-17-15)

January 1, 2015

SPECIAL PROVISIONREGARDINGDBE CONTRACT GOAL

All contractors shall pursue affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises as set forth in this specification which is imposed pursuant to 49 CFR 26. The bidder shall arrange for the percentage of the work specified on the cover of the Proposal Contract to be performed by Tennessee Uniform Certification Program (TNUCP) Disadvantaged Business Enterprises (DBEs) or clearly demonstrate adequate good faith efforts as described herein.

A. Disadvantaged Business Enterprise Policy

The Contractor shall accept as operating policy and include in all subcontract agreements the following statement, which is designed to promote full participation of DBEs as suppliers and subcontractors through a continuous, positive result-oriented program on contracts let by the Department:

The Contractor, sub recipient 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 26 in the award and administration of Department 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 Department deems appropriate.

B. Counting DBE Participation toward Meeting Goals

The Contractor shall count DBE participation toward goals in accordance with 49 CFR 26. The Contractor may count toward the goals only expenditures to DBEs that perform a commercially useful function of a contract, including those functions as a subcontractor. A DBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. Work performed by a DBE firm

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in a particular transaction may be counted toward the goal only if the Department determines that it involves a commercially useful function. The work performed by the DBE firm shall be necessary and useful to the completion of the contract, and consistent with normal highway construction industry practices in Tennessee. The bidder may count the following DBE expenditures towards the DBE commitment:

1. **Projects where the DBE is the Prime Contractor** - The portions of the contract to be completed by certified DBE firms will be counted toward meeting the goal. Items of the contract subcontracted to non-DBE firms will not be counted in the commitment.
2. **Portions of a bid from a Joint Venture** - A bid from a joint venture, between a DBE and non-DBE Contractor, shall include an explanation of DBE commitments on DBE Form 1247A, which must be approved by the Department's Civil Rights Office - Small Business Development Program (CRO - SBDP) prior to the Letting. Only the DBE's portion will be counted toward the goal. Joint venture agreements have to be approved separately from the bid documents, prior to the awarding of the contract.
3. **DBE Subcontractors** - The DBE subcontractor shall assume actual and contractual responsibility for provision of materials and supplies, subcontracted work, or other commercially useful functions of the items of work subcontracted to them. Cost of materials purchased from or the cost of equipment leased from the Contractor will not count toward the project DBE commitment. Prior written approval must be obtained from the (CRO - SBDP) for any DBE use of the Prime Contractor's personnel or equipment.
4. **Manufacturers** - The Contractor may count toward the DBE commitment 100% of its expenditures for materials and supplies required under a contract and obtained from a DBE manufacturer only if the DBE firm produces and supplies goods manufactured from raw materials or substantially alters them before resale.
5. **Regular Dealers (e.g. Material Suppliers)** - The Contractor may count toward the DBE goal 60% of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer only if the DBE firm performs a commercially useful function in the supply process. For purposes of this section, a regular dealer is a firm that owns; operates; or maintains a store, warehouse, or other establishment in which materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates the distribution equipment. If the DBE supplier does not own the distribution equipment, a lease containing the terms of the agreement shall be available and must be approved in writing by the CRO - SBDP.

- 6. Brokers and Packagers** - Brokers and packagers will not be regarded as regular dealers within the meaning of this section. Only the amounts charged for fees and commissions may be used towards meeting the DBE commitment.
- 7. Transportation or Hauling of Materials** –The Department will continue to utilize the trucking regulations under 49 CFR 26.55. This regulation allows for DBE goal hauling-credit in either DBE trucks or in trucks leased to or by DBE firms. The verification of truck drivers employed by DBE firms will continue to be by submission of payrolls independent from any Davis-Bacon regulations.
- a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) For purposes of this paragraph a lease must indicate that the DBE has exclusive use of and control over the truck. Leases cannot be Department contract-specific, must be long term, and must be approved by the CRO - SBDP Staff. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
 - g) Prior to hauling, the Contractor and DBE shall provide the Department's Project Supervisor a complete list of trucks that will be used on the project for DBE goal participation. The Department will provide a form that shall be used by the Contractor and the DBE to identify the trucks. A revised list will be required any time the trucks used changes. The Contractor and DBE must be able to adequately document the actual amount of hauling eligible for DBE goal participation.

8. **Contracted Labor / Temporary Employment Agencies** – utilization of these services via subcontract will be allowed to count toward DBE goal commitment, in accordance with 49 CFR Part 26.55. The Department will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service. Provided, the Department must find the fee to be reasonable and not excessive as compared to the fees customarily allowed for similar services.
9. **Other Commercially Useful Functions** - The fees paid to certified DBE firms, which are necessary for the completion of the contract and commonplace outside of the DBE program, may be counted towards the commitment.

C. Contract Award Procedures

The established DBE goal will be shown on the proposal as a percent of the total amount bid. If the total proposed DBE work submitted with the bid is less than the percentage of participation goals set by the Department, the bidder shall, within three (3) business days from the bid openings, propose sufficient additional DBE participation to meet the goal or shall clearly demonstrate by documentation that good faith efforts were made to meet the goal.

1. Bidder's Responsibility

It is the bidder's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE subcontractor. The bidder shall ascertain that the proposed DBE subcontractor has suitable experience and equipment to perform a commercially useful function for work that is common industry practice in the Tennessee highway construction industry.

The Contractor shall develop and maintain records of negotiations with DBEs to reach agreeable prices, quotations and work schedules, including but not limited to a record of dates when the Contractor first contacted each DBE.

2. DBE's Responsibility

In order to receive goal credit on a TDOT project, a DBE must perform a commercially useful function through execution of the work of the contract and carry out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

Before bidding and subsequently entering into a contract (as a contractor or subcontractor), the DBE should consider the scope and size of the project, as well as if they are certified to receive credit for the type of work performed. As with any contract, this is a legally binding document and should be executed to the best of one's ability. However, should a DBE ever have to withdraw from a contract, they should provide the CRO-SBDP and Prime Contractor with written documentation.

A DBE should only withdraw when there is no other option, as non-completion of their duties may result in temporary disqualification of a prequalified bidder or subcontractor by suspending the privilege of bidding on Department contracts or becoming an approved subcontractor, as outlined in Chapter 1680-5-3 of the Rules of The Tennessee Department of Transportation.

3. Proposals with Established Project DBE Goals

For proposals with established project goals, the bidder will be required to complete computer generated Form 1247A. The bidder shall list the following information on Form 1247A that is submitted:

- a. All DBE firms being used or being considered for use as part of the bidder's DBE commitment.
- b. The work classification(s) for each DBE on the contract.
- c. The "Amount to DBE" which has been committed to each DBE firm which will be used on the contract.

The completed DBE Form 1247A form shall be submitted within three (3) business days of the Letting. Failure to provide a completed form or documentation clearly evidencing a good faith effort, as detailed in Section 4 below, within three (3) business days of the Letting may cause the bid to be rejected as irregular. Only certified DBE firms may be used. Contractor may access this information on the DBE list by viewing the Department's website or the certified DBE listing.

When DBE goal projects are involved and the Prime Contractor subcontracts to a non-DBE, and the non-DBE subcontractor in turn subcontracts to a DBE as a second tier subcontractor, the Prime Contractor must affirm in writing his/her knowledge and approval of such an arrangement. Recognition of a second tier arrangement with a DBE subcontractor for goal work must be forwarded to the Director of the CRO - SBDP for verification, in writing, prior to any work performed by the DBE which will be counted toward the goal.

4. Bidder Selection and Good Faith Efforts

- a. Bidders shall submit proposals that meet the DBE goal or shall submit documentation clearly evidencing that they made a good faith effort to meet the DBE goal. Contractors who meet or exceed the contract goal will be assumed to have made good faith efforts to utilize DBE firms. DBE firms who bid as Prime Contractors will be considered to have met the goal.
- b. The following are illustrative of factors which will be considered in determining whether the bidder has made adequate good faith efforts:
 - 1) Whether the bidder selected portions of the work likely to attract DBE participation. The total dollar value of the portions selected should meet or exceed the contract DBE goal. If it is necessary, the bidder should break down subcontracts into economically feasible units in order to facilitate participation.

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- 2) Whether the bidder provided notice to a reasonable number of specific DBEs, including those not regularly used by the bidder, that their participation in the contract is being solicited in sufficient time to allow them to participate effectively.
 - 3) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
 - 4) Whether the bidder advertised in general circulation, trade association, or minority-focus media concerning participation opportunities or effectively used the services of available minority, community organizations, minority contractors groups, local, state or federal minority business assistance offices, or other organizations that provide assistance in the recruitment and placement of DBEs.
 - 5) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - 6) Whether the bidder made efforts to assist interested DBEs in obtaining bonding or insurance required by the bidder.
 - 7) Whether the bidder submitted all quotations received from DBEs, and for those quotations not accepted, an explanation of why the DBE was not accepted including price comparisons. Receipt of a lower quotation from a non-DBE will not in itself excuse a bidder's failure to meet contract goal.
 - 8) Whether the bidder has adequate records of its contacts and negotiations with DBEs
- c) If the Contractor has not met the DBE goal or submitted documentation clearly evidencing good faith efforts within three (3) business days after the bid opening, the Contractor's bid will be considered non-responsive and the Department may consider the next lowest responsive bid for award.
 - d) Failure of the bidder to meet the DBE goal in its bid or failure to provide documentation clearly evidencing good faith efforts to meet the goal, may be cause for the forfeiture of the Proposal Guaranty which shall become the property of the Department, not as penalty, but in liquidation of damages sustained.

As soon as practical after award of the contract, the Contractor shall submit copies of all binding subcontracts and purchase orders with DBEs to the respective Project Supervisor and the CRO- SBDP Director. No progress estimate shall be processed until this information is received.

5. Joint Checking Allowance for DBE

A DBE must receive pre-approval by the Department before using a joint check. Joint check requests shall be submitted, by the DBE, to the CRO - SBDP prior to the contract agreement.

The following are some general conditions that must be met regarding joint check use:

- a. The second party (typically the prime contractor) acts solely as a guarantor.
- b. The DBE must release the check to the supplier.
- c. The use of joint checks must be a commonly recognized business practice in the industry.
- d. The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1)
- e. The DBE is not required to use a specific supplier nor the Prime Contractor's negotiated unit price.
- f. The DBE shall submit receipt/copy of cancelled checks to the CRO - SBDP.

D. Construction Period Requirements**1. Process for Removal of a DBE**

At no time shall a DBE be removed or substituted without prior written confirmation from the CRO-SBDP. Before terminating and/or substituting a DBE subcontractor on a project with SP1247 included in the Contract Proposal, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's CRO-SBDP, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime Contractor must then give the DBE five (5) days to respond to the Prime Contractor's notice. The DBE shall then advise TDOT's CRO - SBDP and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the CRO - SBDP should not approve the Prime Contractor's action. If approval is granted for removal, the TDOT CRO - SBDP will submit a letter to the Contractor and the DBE. Good faith efforts shall then be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established.

The Prime Contractor has the responsibility to comply with 49 CFR 26.53 (f) and all applicable policies and regulation.

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Reasons for termination and/or substitution must meet the reasons for good cause as outlined in the current 49 CFR 26.53(f), which include, but are not limited to, the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirement.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v). The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vi) The Department determined that the listed DBE subcontractor is not a responsible contractor;
- (vii) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (viii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (ix) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (x) Other documented good cause that the Department determines to compel the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Each prime contract includes a provision for appropriate administrative remedies that will be invoked if the Prime Contractor fails to comply with the requirements of this section.

2. Brokering of work by DBEs is not allowed and is a material breach of contract. A DBE firm involved in brokering of work may have their certification removed or suspended. Any firm involved in brokering of work that engages in willful falsification distortion, or misrepresentation with respect to any facts related to the project shall be referred to the U. S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U. S. Code, Section 100.20. Contractor shall place this provision in all subcontracts with DBEs.
3. A Department Project Supervisor/Inspector shall complete a Commercially Useful Function (CUF) Checklist to document the first date of work, work items, equipment, and forces of each DBE.
4. The Contractor shall provide a monthly payment certification to the Department entitled "Prompt Payment Certification Form." The Department shall provide the Contractor with a computer generated Prompt Payment Certification Form. An officer of the Contractor shall provide an electronic signature to the Prompt Payment Certification Form and return via email to DBE.Runningtally@tn.gov. The Department will hold estimate payments if information is not submitted. Reasons for non-payment to a DBE could include the following:
 - a) Whether the DBE is performing satisfactorily;
 - b) Whether the Contractor has reason to believe the DBE is not performing a commercially useful function, and if so, why and what steps the Contractor is taking to rectify the situation.

In the event the Contractor promptly reports questions on the Prompt Payment Certification Form regarding whether a DBE is independent and performing a commercially useful function and takes appropriate steps promptly to address the issue, then the Department will take this effort into account when considering Contractor compliance measures as described below.

E. Post Construction Requirements

Prior to receiving final payment, the Contractor shall provide to the Project Engineer and CRO-SBDP certification of the dollars paid to each DBE firm, using Form CC3, "Certification of DBE Accomplishment." The certification shall be dated and signed by a responsible officer of the contractor and by the DBE. Falsification of this certification will result in the suspension of bidder qualifications. The final estimate will not be paid to the Contractor until proper certifications have been made.

F. Required Records

The Prime Contractor and all subcontractors shall retain, for a period of not less than 3 years after final acceptance of a project, copies of canceled checks or other documentation that

substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies.

G. Contractor Compliance

1. It is the intent of this Special Provision to require the Contractor to take full responsibility for the performance of a commercially useful function by all DBE subcontractors, manufacturers and materials suppliers who work on the project and are counted by the Contractor toward the project DBE goal. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved (49 CFR 26).
2. If the Contractor fails to comply with this Special Provision 1247, the Department may take one or a combination of the following steps:
 - 1) Require the Contractor to have its entire management staff attend DBE training arranged by the Department and paid by the Contractor.
 - 2) The next bid when the Contractor is the low bidder on a DBE goal project, require that Contractor to achieve a DBE participation that is twice the stated goal.
 - 3) For the Contractor's failure to find another DBE subcontractor to substitute a DBE that is terminated or fails to complete its work on the contract for any reason or to provide the CRO - SBDP documentation clearly evidencing good faith efforts, as detailed in D.1. above, then the Department may withhold from the Contractor an amount not to exceed the amount of money originally committed to the non-complying DBE subcontractor, not as a penalty but as liquidated damages.
 - 4) Suspend the Contractor from participation in Department bid lettings pursuant to rules promulgated by the Department.
 - 5) For repeated failures to comply, debar the Contractor pursuant to rules promulgated by the Department.
 - 6) Invoke other remedies available by law and/or in the contract.
 - 7) Invoke remedy agreed upon by the Commissioner and Contractor in writing.

PROPOSAL
TO THE CITY OF 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 OF BARTLETT 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 OF BARTLETT, 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

BID FORM OLD BROWNSVILLE ROAD BRIDGE REPLACEMENT				UNIT	QUANT	UNIT PRICE	TOTAL PRICE
ITEM NO.	DESCRIPTION	UNIT	QUANT				
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1				
201-01	CLEARING AND GRUBBING	LS	1				
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	127				
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	293				
203-06	WATER	M.G.	1				
203-07	FURNISHING AND SPREADING TOPSOIL	C.Y.	136				
209-05	SEDIMENT REMOVAL	C.Y.	20				
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	633				
209-08.07	ROCK CHECK DAM PER	EACH	2				
209-08.08	ENHANCED ROCK CHECK DAM	EACH	2				
209-09.04	SEDIMENT FILTER BAG(15' X 10')	EACH	2				
209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	222				
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	11				
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	13				
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	80				
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1				
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	3				
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1				
411-01.10	ACS MIX(PG64-22) GRADING D	TON	31				
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	125				
705-01.01	GUARDRAIL AT BRIDGE ENDS	L.F.	108				
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EACH	4				

705-08.51	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-2	EACH	2		
707-08.01	HIGH VISIBILITY CONSTRUCTION FENCE	L.F.	160		
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	25		
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	540		
712-01	TRAFFIC CONTROL	LS	1		
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	480		
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	34		
712-04.50	PORTABLE BARRIER RAIL DELINEATOR	EACH	60		
712-06	SIGNS (CONSTRUCTION)	S.F.	400		
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	2		
716-01.11	RAISED PVMT MARKERS (BI-DIRECTIONAL) (1 COLOR LENS)	EACH	5		
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	1		
716-13.01	SPRAY THERMO PVMT MRKING (60 mil) (4IN LINE)	L.M.	1		
717-01	MOBILIZATION	LS	1		
730-40	TEMPORARY TRAFFIC SIGNAL SYSTEM	EACH	1		
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	149		
801-01	SEEDING (WITH MULCH)	UNIT	1		
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	1		
801-03	WATER (SEEDING & SODDING)	M.G.	9		
803-01	SODDING (NEW SOD)	S.Y.	813		
TOTAL ROADWAY BID					

TOTAL BID IN WORDS

BID FORM		BRIDGE				UNIT PRICE	TOTAL PRICE
ITEM NO.	DESCRIPTION	UNIT	QUANT				
202-04.01	REMOVAL OF STRUCTURES (PARTIAL, BR. NO. 79-02178-04.22)	LS	1				
204-04.10	STRUCTURE EXCAVATION UNCLASSIFIED	C.Y.	100				
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	54				
602-10.05	BRACING REPAIRS	LS	1				
604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	42				
604-10.18	REINFORCING STEEL (REPAIRS)	LB.	29061				
604-03.04	PAVEMENT @ BRIDGE ENDS	S.Y.	130				
604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	82				
604-04.02	APPLIED TEXTURE FINISH (EXISTING STRUCTURES)	S.Y.	355				
604-05.31	BRIDGE DECK GROOVING (MECHANICAL)	S.Y.	396				
604-10.14	REMOVE EXISTING WEARING SURFACE	LS	1				
606-09.01	TEST PILES (PRECAST CONCRETE, SIZE 1)	L.F.	70				
606-09.02	LOADING TEST (PRECAST CONCRETE, SIZE 1)	EACH	1				
606-09.03	PRECAST CONCRETE PILES (SIZE 1)	L.F.	420				
606-12.01	PILE ANCHORAGE SYSTEM (SEISMIC)	EACH	8				
615-02.02	PRESTRESSED CONCRETE BOX BEAM (17" X 36")	L.F.	384				
617-02	BRIDGE DECK CRACK SEALING	L.F.	300				
617-05	SEALANT (HMWM)	GAL.	4				
620-05.01	CONC PARAPET SINGLE SLOPE (STD-1-1SS)	L.F.	170				
710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	96				
710-09.02	6" PIPE UNDERDRAIN	L.F.	40				
TOTAL BRIDGE BID =							

TOTAL ROADWAY BID =
GRAND TOTAL BASE BID =

GRAND TOTAL AMOUNT IN WORDS

ACKNOWLEDGE RECEIPT OF ADDENDUM BY INITIALING

ADDENDUM 1

ADDENDUM 2

ADDENDUM 3

ADDENDUM 4

ADDENDUM 5

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)

this _____ day of _____,

By: _____

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, TENNESSEE

PROPOSAL BOND

CONTRACT NO. FY2017-04-050

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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT, 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, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. FY2017-04-050

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 OF BARTLETT, 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 OF BARTLETT 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 OF BARTLETT 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, TENNESSEE

CONTRACT NO. FY2017-04-050

This agreement is made and executed in three (3) originals, between the CITY OF BARTLETT, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF BARTLETT 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

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 OF BARTLETT.
4. The CITY OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT 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 seven (7) 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 OF BARTLETT, 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 OF BARTLETT as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF BARTLETT 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 OF BARTLETT may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF BARTLETT to protect the CITY OF BARTLETT 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, TENNESSEE

This Contract is accepted this _____ day of _____ ,

and is effective on the _____ day of _____ ,

[CITY/COUNTY Official]

Approved:

CITY OF BARTLETT Attorney

***NOTE:** The signature and information for Contractor 2 is to be provided when there is a joint venture.

Attachment: IFC OLD BROWNSVILLE RD BRIDGE OVER BUCKHEAD CREEK PIN 11552500 BID BOOK 2017.010 (2138 : Bid for Old Brownsville

CONTRACT PAYMENT AND PERFORMANCE BOND**CONTRACT NO. FY2017-04-050**

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 OF BARTLETT, and other potential claimants, for all obligations
 incurred by the Principal under its contract with CITY OF BARTLETT, 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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT 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 OF BARTLETT 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

ROADWAY ITEMS				Chris-Hill Const		Dement Const		Jones Bros.		Thomson & Thomson		Engineer's Estimate	
ITEM NO.	DESCRIPTION UNIT	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$11,400.00	\$11,400.00	\$30,000.00	\$30,000.00	\$15,514.00	\$15,514.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$15,225.00	\$15,225.00	\$43,790.00	\$43,790.00	\$37,000.00	\$37,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	127	\$15.75	\$2,000.25	\$25.00	\$3,175.00	\$30.00	\$3,810.00	\$15.00	\$1,905.00	\$20.00	\$2,540.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	293	\$23.10	\$6,768.30	\$40.00	\$11,720.00	\$30.00	\$8,790.00	\$40.00	\$11,720.00	\$17.00	\$4,981.00
203-06	WATER	M.G.	1	\$150.00	\$150.00	\$90.00	\$90.00	\$500.00	\$500.00	\$12.00	\$12.00	\$30.00	\$30.00
203-07	FURNISHING AND SPREADING TOPSOIL	C.Y.	136	\$23.10	\$3,141.60	\$40.00	\$5,440.00	\$30.00	\$4,080.00	\$35.00	\$4,760.00	\$40.00	\$5,440.00
209-05	SEDIMENT REMOVAL	C.Y.	20	\$19.00	\$380.00	\$20.00	\$400.00	\$25.00	\$500.00	\$30.00	\$600.00	\$20.00	\$400.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	633	\$6.30	\$3,987.90	\$4.75	\$3,006.75	\$6.00	\$3,798.00	\$6.50	\$4,114.50	\$7.50	\$4,747.50
209-08.07	ROCK CHECK DAM PER	EA.	2	\$650.00	\$1,300.00	\$1,200.00	\$2,400.00	\$600.00	\$1,200.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
209-08.08	ENHANCED ROCK CHECK DAM	EA.	2	\$850.00	\$1,700.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00	\$3,100.00	\$6,200.00	\$550.00	\$1,100.00
209-09.04	SEDIMENT FILTER BAG(15' X 10')	EA.	2	\$430.00	\$860.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$550.00	\$1,100.00
209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	222	\$20.00	\$4,440.00	\$35.00	\$7,770.00	\$14.00	\$3,108.00	\$20.00	\$4,440.00	\$120.00	\$26,640.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	11	\$100.00	\$1,100.00	\$250.00	\$2,750.00	\$200.00	\$2,200.00	\$55.00	\$605.00	\$40.00	\$440.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	13	\$42.00	\$546.00	\$175.00	\$2,275.00	\$230.37	\$2,994.81	\$40.00	\$520.00	\$40.00	\$520.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB- HM) GRADING B-M2	TON	80	\$262.50	\$21,000.00	\$250.00	\$20,000.00	\$250.00	\$20,000.00	\$275.00	\$22,000.00	\$175.00	\$14,000.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	\$1,000.00	\$1,000.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	3	\$200.00	\$600.00	\$345.00	\$1,035.00	\$345.00	\$1,035.00	\$50.00	\$150.00	\$150.00	\$450.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$3,360.00	\$3,360.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$1,426.00	\$1,426.00	\$1,050.00	\$1,050.00
411-01.10	ACS MIX(PG64-22) GRADING D	TON	31	\$278.25	\$8,625.75	\$265.00	\$8,215.00	\$265.00	\$8,215.00	\$395.00	\$12,245.00	\$500.00	\$15,500.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	125	\$42.00	\$5,250.00	\$30.00	\$3,750.00	\$36.00	\$4,500.00	\$18.00	\$2,250.00	\$32.00	\$4,000.00
705-01.01	GUARDRAIL AT BRIDGE ENDS	L.F.	108	\$65.00	\$7,020.00	\$77.00	\$8,316.00	\$77.00	\$8,316.00	\$77.00	\$8,316.00	\$125.00	\$13,500.00
705-04.07	TAN ENERGY ABSORBING TERM (NCHRP 350, TL3)	EA.	4	\$2,475.00	\$9,900.00	\$2,800.00	\$11,200.00	\$2,800.00	\$11,200.00	\$2,800.00	\$11,200.00	\$3,800.00	\$15,200.00
705-08.51	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-2	EA.	2	\$6,040.00	\$12,080.00	\$6,200.00	\$12,400.00	\$3,600.00	\$7,200.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00
707-08.01	HIGH VISIBILITY CONSTRUCTION FENCE	L.F.	160	\$3.75	\$600.00	\$3.50	\$560.00	\$10.00	\$1,600.00	\$1.00	\$160.00	\$20.00	\$3,200.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	25	\$67.20	\$1,680.00	\$45.00	\$1,125.00	\$45.00	\$1,125.00	\$45.00	\$1,125.00	\$80.00	\$2,000.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	540	\$67.20	\$36,288.00	\$45.00	\$24,300.00	\$40.00	\$21,600.00	\$50.00	\$27,000.00	\$50.00	\$27,000.00
712-01	TRAFFIC CONTROL	LS	1	\$5,500.00	\$5,500.00	\$6,750.00	\$6,750.00	\$750.00	\$750.00	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	280	\$24.25	\$6,790.00	\$38.00	\$10,640.00	\$40.00	\$11,200.00	\$30.00	\$8,400.00	\$50.00	\$14,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA.	34	\$39.90	\$1,356.60	\$26.00	\$884.00	\$26.00	\$884.00	\$38.00	\$1,292.00	\$35.00	\$1,190.00
712-04.50	PORTABLE BARRIER RAIL DELINEATOR	EA.	60	\$11.55	\$693.00	\$8.00	\$480.00	\$8.00	\$480.00	\$11.00	\$660.00	\$15.00	\$900.00
712-06	SIGNS (CONSTRUCTION)	S.F.	400	\$7.60	\$3,040.00	\$6.95	\$2,780.00	\$6.95	\$2,780.00	\$7.25	\$2,900.00	\$10.00	\$4,000.00
712-12.47	BRIDGE MOUNTED INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	200	\$55.00	\$11,000.00	\$38.00	\$7,600.00	\$50.00	\$10,000.00	\$60.00	\$12,000.00	\$0.00	\$0.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EA.	2	\$8,190.00	\$16,380.00	\$4,500.00	\$9,000.00	\$4,197.88	\$8,395.76	\$7,800.00	\$15,600.00	\$7,000.00	\$14,000.00
716-01.11	RAISED PVMT MARKERS (BI-DIRECTIONAL) (1 COLOR LENS)	EA.	5	\$105.00	\$525.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$20.00	\$100.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	1	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00

Attachment: bid results (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

ROADWAY ITEMS (continued)				Chris-Hill Const		Dement Const		Jones Bros.		Thomson & Thomson		Engineer's Estimate	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM NO.	DESCRIPTION UNIT	UNIT	QTY										
716-13.01	SPRAY THERMO PVMT MRKING (60 mil) (4IN LINE)	L.M.	1	\$3,150.00	\$3,150.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
717-01	MOBILIZATION	LS	1	\$33,595.00	\$33,595.00	\$38,000.00	\$38,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
730-40	TEMPORARY TRAFFIC SIGNAL SYSTEM	EA.	1	\$21,000.00	\$21,000.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00	\$20,500.00	\$20,500.00	\$50,000.00	\$50,000.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	149	\$3.40	\$506.60	\$4.00	\$596.00	\$10.00	\$1,490.00	\$6.00	\$894.00	\$5.00	\$745.00
801-01	SEEDING (WITH MULCH)	UNIT	1	\$105.00	\$105.00	\$150.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$50.00	\$50.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	1	\$105.00	\$105.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$55.00	\$55.00
801-03	WATER (SEEDING & SODDING)	M.G.	9	\$52.50	\$472.50	\$30.00	\$270.00	\$50.00	\$450.00	\$40.00	\$360.00	\$80.00	\$720.00
803-01	SODDING (NEW SOD)	S.Y.	813	\$4.20	\$3,414.60	\$5.00	\$4,065.00	\$4.00	\$3,252.00	\$4.00	\$3,252.00	\$5.00	\$4,065.00
TOTAL ROADWAY BID					\$270,136.10		\$311,132.75		\$279,867.57		\$324,606.50		\$446,663.50

				Chris-Hill Const		Dement Const		Jones Bros.		Thomson & Thomson		Engineer's Estimate	
BRIDGE ITEMS				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM NO.	DESCRIPTION	UNIT	QTY										
202-04.01	REMOVAL OF STRUCTURES (PARTIAL, BR. NO. 79-02178-04.22)	LS	1	\$40,500.00	\$40,500.00	\$48,176.00	\$48,176.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00
204-04.10	STRUCTURE EXCAVATION UNCLASSIFIED	C.Y.	100	\$13.00	\$1,300.00	\$18.00	\$1,800.00	\$22.00	\$2,200.00	\$15.00	\$1,500.00	\$30.00	\$3,000.00
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	54	\$38.00	\$2,052.00	\$60.00	\$3,240.00	\$75.00	\$4,050.00	\$34.00	\$1,836.00	\$55.00	\$2,970.00
602-10.05	BRACING REPAIRS	LS	1	\$740.00	\$740.00	\$1.00	\$1.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	42	\$867.00	\$36,414.00	\$1,875.00	\$78,750.00	\$700.00	\$29,400.00	\$775.00	\$32,550.00	\$700.00	\$29,400.00
604-10.18	REINFORCING STEEL (REPAIRS)	LB.	29061	\$1.44	\$41,847.84	\$1.25	\$36,326.25	\$2.00	\$58,122.00	\$1.25	\$36,326.25	\$1.50	\$43,591.50
604-03.04	PAVEMENT @ BRIDGE ENDS	S.Y.	130	\$300.00	\$39,000.00	\$340.00	\$44,200.00	\$230.00	\$29,900.00	\$300.00	\$39,000.00	\$400.00	\$52,000.00
604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	82	\$730.00	\$59,860.00	\$925.00	\$75,850.00	\$650.00	\$53,300.00	\$795.00	\$65,190.00	\$650.00	\$53,300.00
604-04.02	APPLIED TEXTURE FINISH (EXISTING STRUCTURES)	S.Y.	355	\$12.50	\$4,437.50	\$7.00	\$2,485.00	\$7.25	\$2,573.75	\$9.00	\$3,195.00	\$15.00	\$5,325.00
604-05.31	BRIDGE DECK GROOVING (MECHANICAL)	S.Y.	396	\$11.65	\$4,613.40	\$15.00	\$5,940.00	\$12.00	\$4,752.00	\$12.00	\$4,752.00	\$5.00	\$1,980.00
604-10.14	REMOVE EXISTING WEARING SURFACE	LS	1	\$8,990.00	\$8,990.00	\$19,465.00	\$19,465.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00
606-09.01	TEST PILES (PRECAST CONCRETE, SIZE 1)	L.F.	70	\$63.00	\$4,410.00	\$48.00	\$3,360.00	\$75.00	\$5,250.00	\$55.00	\$3,850.00	\$50.00	\$3,500.00
606-09.02	LOADING TEST (PRECAST CONCRETE, SIZE 1)	EA.	1	\$5,500.00	\$5,500.00	\$5,750.00	\$5,750.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00
606-09.03	PRECAST CONCRETE PILES (SIZE 1)	L.F.	420	\$58.00	\$24,360.00	\$43.00	\$18,060.00	\$44.00	\$18,480.00	\$40.00	\$16,800.00	\$45.00	\$18,900.00
606-12.01	PILE ANCHORAGE SYSTEM (SEISMIC)	EA.	8	\$135.00	\$1,080.00	\$175.00	\$1,400.00	\$100.00	\$800.00	\$135.00	\$1,080.00	\$150.00	\$1,200.00
615-02.02	PRESTRESSED CONCRETE BOX BEAM (17" X 36")	L.F.	384	\$250.00	\$96,000.00	\$215.00	\$82,560.00	\$200.00	\$76,800.00	\$195.00	\$74,880.00	\$300.00	\$115,200.00
617-02	BRIDGE DECK CRACK SEALING	L.F.	300	\$2.00	\$600.00	\$6.00	\$1,800.00	\$4.00	\$1,200.00	\$1.80	\$540.00	\$3.50	\$1,050.00
617-05	SEALANT (HMWM)	GAL.	4	\$180.00	\$720.00	\$200.00	\$800.00	\$300.00	\$1,200.00	\$140.00	\$560.00	\$175.00	\$700.00
620-05.01	CONC PARAPET SINGLE SLOPE (STD-1-1SS)	L.F.	170	\$155.00	\$26,350.00	\$120.00	\$20,400.00	\$170.00	\$28,900.00	\$95.00	\$16,150.00	\$200.00	\$34,000.00
710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	96	\$25.40	\$2,438.40	\$40.00	\$3,840.00	\$27.00	\$2,592.00	\$15.00	\$1,440.00	\$125.00	\$12,000.00
710-09.02	6" PIPE UNDERDRAIN	L.F.	40	\$13.70	\$548.00	\$15.00	\$600.00	\$10.00	\$400.00	\$11.00	\$440.00	\$20.00	\$800.00
TOTAL BRIDGE BID					\$401,761.14		\$454,803.25		\$379,019.75		\$354,589.25		\$490,916.50

Total for Bridge and Roadway

Chris-Hill Const	Dement Const	Jones Bros.	Thomson & Thomson	Engineer's Estimate
\$671,897.24	\$765,936.00	\$658,887.32	\$679,195.75	\$937,580.00

Attachment: bid results (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

**FY2017-005-053 OLD BROWNSVILLE ROAD AT
BUCKHEAD CREEK WATER AND SEWER RELOCATION**

LINE ITEM BID TABULATION

B & C CONSTRUCTION**DELGADO CONSTRUCTION****ENSCOR, LLC****MARBURY CONSTRUCTION****W & T CONTRACTING**

Item No.	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	LS	1	10,000.00	10,000.00	6,500.00	6,500.00	9,000.00	9,000.00	3,500.00	3,500.00	20,000.00	20,000.00
2	EROSION CONTROL—TYPE C SILT FENCE WITH METAL POSTS-WIRE BACKED	LF	600	5.00	3,000.00	4.00	2,400.00	4.00	2,400.00	4.00	2,400.00	6.00	3,600.00
3	SEEDING AND MULCHING, TEMPORARY AND/OR PERMANENT	SY	2000	1.00	2,000.00	2.50	5,000.00	0.50	1,000.00	1.00	2,000.00	3.00	6,000.00
4	CONSTRUCTION ENTRANCE	EA	3	1,500.00	4,500.00	2,000.00	6,000.00	1,500.00	4,500.00	3,000.00	9,000.00	1,900.00	5,700.00
5	8" PVC SANITARY SEWER PIPE (8'-12' DEEP)	LF	60	40.00	2,400.00	68.00	4,080.00	40.00	2,400.00	187.00	11,220.00	110.00	6,600.00
6	CONNECT TO EXISTING SMH	EA	2	1,000.00	2,000.00	3,200.00	6,400.00	2,000.00	4,000.00	3,000.00	6,000.00	2,900.00	5,800.00
7	8" PVC SANITARY SEWER (DIRECTIONAL BORE),	LF	100	300.00	30,000.00	280.00	28,000.00	203.00	20,300.00	475.00	47,500.00	477.00	47,700.00
8	REMOVAL OF EXISTING 8" DIP SANITARY SEWER PIPE	LS	1	2,500.00	2,500.00	25,000.00	25,000.00	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00	2,500.00
9	REMOVAL OF CONCRETE PIERS SUPPORTING SANITARY SEWER	LS	1	2,500.00	2,500.00	3,800.00	3,800.00	5,000.00	5,000.00	3,000.00	3,000.00	2,000.00	2,000.00
10	REWORK OR ABANDONMENT OF SANITARYSEWER MANHOLES	LS	1	5,000.00	5,000.00	3,500.00	3,500.00	3,000.00	3,000.00	6,000.00	6,000.00	5,000.00	5,000.00
11	12" X 12" WET TAP W/VALVE AND VALVE BOX	EA	2	5,000.00	10,000.00	6,000.00	12,000.00	7,500.00	15,000.00	7,313.00	14,626.00	5,460.00	10,920.00
12	12" INSERTION VALVE AND BOX	EA	1	15,000.00	15,000.00	19,500.00	19,500.00	16,250.00	16,250.00	14,414.00	14,414.00	17,620.00	17,620.00
13	12" DIP WATER LINE	LF	400	75.00	30,000.00	95.00	38,000.00	54.00	21,600.00	53.50	21,400.00	75.00	30,000.00
14	12" 90 DEGREE BEND	EA	2	400.00	800.00	1,800.00	3,600.00	500.00	1,000.00	625.00	1,250.00	950.00	1,900.00
15	12" PLUG	EA	2	150.00	300.00	800.00	1,600.00	300.00	600.00	368.00	736.00	1,050.00	2,100.00
16	12" and 4" DIP WATER MAIN REMOVAL FROM BRIDGE	LS	1	5,000.00	5,000.00	4,200.00	4,200.00	5,000.00	5,000.00	3,500.00	3,500.00	3,500.00	3,500.00
17	CONCRETE ANCHOR REMOVAL	LS	1	5,000.00	5,000.00	12,500.00	12,500.00	5,000.00	5,000.00	2,000.00	2,000.00	3,500.00	3,500.00
18	#57 STONE FOR UNDERCUT BEDDING	TON	500	50.00	25,000.00	40.00	20,000.00	10.00	5,000.00	30.00	15,000.00	37.00	18,500.00
19	SOD	SY	500	5.00	2,500.00	4.50	2,250.00	4.00	2,000.00	6.00	3,000.00	6.00	3,000.00
TOTAL					157,500.00		204,330.00		128,050.00		169,046.00		195,940.00

Attachment: utility relocation bid results (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)



June 23, 2017

Ms. Becky Bailey, PE
City of Bartlett
 Engineering Department
 3585 Altruria Road
 Bartlett, TN 38135

Re: City of Bartlett FY2017-03-048
 CEI Services for Old Brownsville Road over Buckhead Creek
 PIN 115525.00, State Project 79LPLM-F3-224
 Buchart Horn File No. 33544-OP

Dear Ms. Bailey:

We appreciate this opportunity to provide Services in accordance with the City of Bartlett's Request for CEI Services for the Construction of the Old Brownsville Road Bridge and Approaches over Buckhead Creek. This Assignment involves the provision of Construction Administration, Engineering, and Inspection services for the project as described in the attached Scope of Work.

Buchart Horn will complete this Task Assignment on a cost plus fixed fee basis with a not to exceed fee of One Hundred and Forty-One Thousand, Sixty Nine Dollars (not to exceed \$141,069.00) as presented in the attached Fee Proposal.

If you have any questions, please call me or our Project Manager Andy Pinkley.

Thank you for this opportunity. We look forward to serving the City.

Respectfully yours,
 BUCHART HORN, INC.

James Q. (Jimmy) Dickerson, PE, PLS
 Vice President, Transportation Southern Region
 Cell: (662) 609-9316

cc: Wm. Andrew Pinkley, PE



Scope of Work

City of Bartlett CMAQ Intersection Improvement Projects

22 June 2017

BUCHART HORN (BH) has contracted with The City of Bartlett Government (City) to provide CEI services to manage the construction, engineering and inspection associated with the complete rebuilding of the bridge and approaches for the Old Brownsville Bridge across Buckhead Creek in Bartlett. These services will be provided to in accordance with the manual of *Local Government Guidelines for the Management of Federal and State Funded Transportation Projects*.

It is understood that the City of Bartlett will bid this project with a completion date of December 31, 2017. The estimated date for issuing a NTP to the Contractor is August 01, 2017. This gives a total contract time of 16 months. **BUCHART HORN, INC.** will perform the inspection and construction management duties as outlined in the following scope of services.

Task 1 – Project Management

This task will consist of general project management, administrative and accounting activities for the construction phase of this project including the coordination and distribution of correspondence between the City of Bartlett and contractor and or any other stakeholders.

Task 2 – Construction Phase Services

BUCHART HORN, INC. will provide Construction Engineering and Inspection (CEI) services to The City of Bartlett in accordance with *Chapter 8 -Pre-Construction and Construction Procedures*, in the TDOT "Local Government Guidelines for the Management of Federal and State Funded Transportation Projects." **BUCHART HORN, INC.** 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. Attend the Preconstruction Conferences for each of the projects.
- B. Project Administration. Provide project administration and coordinate with the assigned City of Bartlett and TDOT Project Supervisors. 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 and provide field engineering adjustments, and plans modifications as necessary. Prior to starting work, submit to the City of Bartlett a listing of personnel assigned to the project for review and approval. In addition, a list of persons, with emergency phone numbers, should 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. Construction Inspection. Provide effective and qualified supervision of inspection services being conducted. All field technicians must be certified the applicable TDOT certification workshops as required.

1. Shop Drawings and Samples. 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 procedures of construction or to related safety precautions and programs.
2. Quality Assurance, Testing for Acceptance. QA testing in either the field or in any plant will be performed by CEI Team member Geotechnology, Inc. 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.
3. Progress Payments. 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 of Bartlett for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the end of each month. Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.
4. Distribution of Correspondence. Submit to The City of Bartlett a copy of 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.
5. Inspection of Work. Provide inspection services for conformance to Plans and Specifications for roadway, structures, and specialty items that are being incorporated into the project. Observe measure and record quantities for payment. Record field measurements in project records for review by TDOT and or FHWA. The records will be recorded on a standard form (field book) supplied or defined by TDOT and/or on field inspection forms to be submitted to the Department. 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. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and pay quantities in the case of questions by the contractor, City 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.
- 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

6. Contractor's Payrolls, Employee Interviews and Contract Compliance. 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 of Bartlett 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.
7. Reports. Maintain either electronic or paper copies of reports, documents, etc., that must be generated in the process of contract administration in compliance with TDOT's Standard Operating Procedures
8. Supplemental Agreements – Construction Change Orders. Notify The City of Bartlett 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 the acceptance of prices with the City and prepare the Supplemental Agreement/Construction Change. 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 Tennessee Department of Transportation.

9. Final Records. Submit a compilation of project records in TDOT's standard format to the Final Records Department after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit final forms (FHWA-47, CC3, etc.) with the final records.

Services Provided By the City of Bartlett

The City of Bartlett shall provide administrative services for the project as well as performing random inspections of the project.

It is understood by all parties that The City of Bartlett reserves the right to perform any and all work described in this scope.

Information Provided By the City of Bartlett

BUCHART HORN, INC. shall be entitled to rely on the completeness and accuracy of all information provided by The City of Bartlett.

Schedule

BUCHART HORN, INC. will provide our services within a reasonable length of time to meet a mutually agreed upon schedule. The fee that is proposed is based on the assumption that the construction for this project can be achieved in **30 weeks**.

Reimbursement

The services as described in this scope of work will be provided by **BUCHART HORN, INC.** on a cost plus fixed fee basis. The fee will be billed at the employee's actual hourly rate and the current TDOT approved overhead rate for **BUCHART HORN, INC.**

In the event the contractor that is selected to perform the work cannot complete the work in the assumed timeframe or in the event that there is a scope change or additional items added to this contract, **BUCHART HORN, INC.** would ask for a supplement to the proposed fee that includes an increase to the fixed fee.

BUCHART HORN, INC. will invoice The City of Bartlett once per month for the services provided for that month. **BUCHART HORN, INC.** will invoice each of the projects with the appropriate State Project information on each invoice. Payment is expected within 30 days of the invoice.

FEE COMPUTATION SUMMARY

BUCHART HORN, INC.
 3150 Lenox Park Blvd., Suite 300
 Memphis, TN 38115
 Phone: (901) 363-6355



CLIENT: City of Bartlett
 PROJECT NO.: Old Brownsville Road over Buckhead Creek
 PIN: 115525.00
 DESCRIPTION: Bridge Replacement and Approaches
 DATE: 23 Jun 2017

FEE SUMMARY

TASKS	FEE
CONSTRUCTION ENGINEERING & ADMINISTRATI	\$ 10,502.00
FIELD CEI SERVICES	\$ 98,594.00
SUBCONSULTANTS & EQUIPMENT RENTAL	\$ 27,674.00

TOTAL LABOR =	\$ 136,770.00
TOTAL EXPENSES =	\$ 4,299.00
PROJECT TOTAL =	\$ 141,069.00

The above estimate is based on 30-week work period for the project. Once began, many inspection duties must be conducted throughout the project's duration.

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

CONSTRUCTION ENGINEERING & ADMINISTRATION


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PE	SD	PLS	ADS	LABOR	LABOR
	\$65	\$52	\$43	\$33	\$33	\$19	MAN-HRS	\$
A. ADMINISTRATION								
1. Preconstruction Meetings & Activities		4		4			8	\$ 340.00
2. Administrative Duties - meetings, monthly estimates, etc		24				24	48	\$ 1,704.00
	0	28	0	4	0	24	56	\$ 2,044.00
B. CONSTRUCTION ENGINEERING SERVICES								
1. Receive and Process Shop Drawings & Submittals				16			16	\$ 528.00
2. Field Surveys to Confirm Quantities & Misc Tasks					16		16	\$ 528.00
	0	0	0	16	16	0	32	\$ 1,056.00
TOTALS	0	28	0	20	16	24	88	\$ 3,100.00

SUBTOTAL LABOR = \$ 3,100.00

O.H. (OFFICE RATE) 207.96% = \$ 6,447.00

SUBTOTAL = \$ 9,547.00

NET FEE 10.00% = \$ 955.00

TOTAL FIELD SERVICES = \$ 10,502.00

 AVP Associate Vice-President
 SE Senior Engineer
 PE Project Engineer

 SD Senior Designer
 PLS Public Land Surveyor
 ADS Administrative Secretary

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

FIELD CEI SERVICES


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PLS	CM	CI	ADS	LABOR	LABOR
	\$65	\$52	\$33	\$42	\$30	\$19	MAN-HRS	\$
A. FIELD CONSTRUCTION MANAGEMENT								
1. Preconstruction Meetings & Activities				4	4		8	\$ 288.00
2. Administrative Duties - meetings, monthly estimates, etc) (30 weeks)				160			160	\$ 6,720.00
	0	0	0	164	4	0	168	\$ 7,008.00
B. BRIDGE INSPECTION								
1. Removal and Excavation (1 weeks @ 40 hrs/wk)					40		40	\$ 1,200.00
2. Backfill and Underdrains (2 days @ 8 hrs/day)					16		16	\$ 480.00
3. Concrete and Reinforcement - Substructure (10 days @ 8 hrs/day)					80		80	\$ 2,400.00
4. Concrete and Reinforcement - Superstructure (4 weeks @ 40 hrs/week)					160		160	\$ 4,800.00
5. Beams (6 days @ 8 hrs/day)					48		48	\$ 1,440.00
6. Bridge Approaches @ Bridge Ends (2 days @ 8 hrs/day)					16		16	\$ 480.00
7. Parapets (2 days @ 8 hrs/day)					16		16	\$ 480.00
8. Piling (8 days @ 8 hrs/day)					64		64	\$ 1,920.00
9. Texture Finish (1 day @ 8 hrs.)					8		8	\$ 240.00
10. Deck Grooving (1 day @ 8 hrs.)					8		8	\$ 240.00
11. Joint Sealing (2 days @ 8 hrs/day)					16		16	\$ 480.00
	0	0	0	0	472	0	472	\$ 14,160.00

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

FIELD CEI SERVICES


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PLS	CM	CI	ADS	LABOR	LABOR
	\$65	\$52	\$33	\$42	\$30	\$19	MAN-HRS	\$
C ROADWAY INSPECTION								
1. Clearing/Grubbing and excavation (4 days @ 8 hrs/day)					32		32	\$ 960.00
2. Erosion and sediment control (30 Weeks x 2 days/week x 5 hrs/day)					300		300	\$ 9,000.00
3. Base, surface and milling (8 days @ 8 hrs/day)					64		64	\$ 1,920.00
4. Traffic Control - signs, barrier rail, signal, etc (8 days @ 8 hrs/day)					64		64	\$ 1,920.00
5. Guardrail and striping (4 days @ 8 hrs/day)					32		32	\$ 960.00
6. Rip-Rap (3 days @ 8 hrs/day)					24		24	\$ 720.00
7. Seeding and sodding (2 days @ 8 hrs/day)					16		16	\$ 480.00
	0	0	0	0	532	0	532	\$ 15,960.00
TOTALS	0	0	0	0	532	0	532	\$ 37,128.00

SUBTOTAL LABOR = \$ 37,128.00

O.H. (FIELD RATE) 141.41% = \$ 52,503.00

SUBTOTAL = \$ 89,631.00

NET FEE 10.00% = \$ 8,963.00

TOTAL FIELD SERVICES = \$ 98,594.00

AVP Associate Vice-President

SE Senior Engineer

PE Project Engineer

CI Construction Inspector

CM Construction Manager

ADS Administrative Secretary

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

SUMMARY OF OUTSIDE SERVICES FOR DESIGN

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

SUBCONSULTANTS & EQUIPMENT RENTAL



SUBCONSULTANTS							
SUBCONTR.	FEE	MARKUP	TOTAL FEE	EXPENSE COST	MARKUP	TOTAL EXPENSES	TOTAL
Geotechnology	\$ 27,674.00	0%	\$ 27,674.00	\$ -	0%	\$ -	\$ 27,674.00
Const Materials Testing		0%	\$ -	\$ -	0%	\$ -	\$ -
		0%	\$ -	\$ -	0%	\$ -	\$ -
		0%	\$ -	\$ -	0%	\$ -	\$ -
SUBTOTALS	\$ 27,674.00		\$ 27,674.00	\$ -		\$ -	\$ 27,674.00
EQUIPMENT RENTAL							
ITEM	RATE	NO. OF UNITS	NO. OF DAYS/HRS	MARKUP			TOTAL
	\$ -	0	0	0%			\$ -
	\$ -	0	0	0%			\$ -
SUBTOTAL							\$ -

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

DESIGN EXPENSE SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

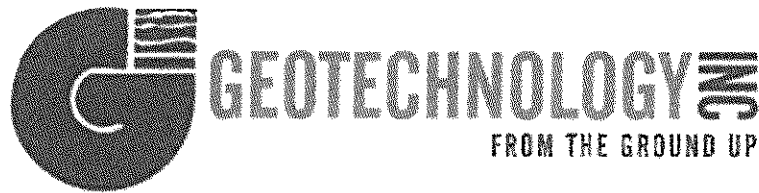
Bridge Replacement and Approaches

EXPENSES

BILLABLE EXPENSES

ITEM	COST/UNIT	NO. UNITS	NO. TIMES	MARKUP	TOTAL COST
TRAVEL (Vehicle/Days)	\$ 27.000	5	30	0%	\$ 4,050.00
PHOTOCOPIES (EA)	\$ 0.150	0	0	0%	\$ -
COLOR PHOTOCOPIES (EA)	\$ 1.00	0	0	0%	\$ -
PRINTS (EA)	\$ 0.75	0	0	0%	\$ -
PAPER PLOTS (11" x 17" SHT)	\$ 0.75	38	4	0%	\$ 114.00
PAPER PLOTS (22" x 34" SHT)	\$ 1.20	0	0	0%	\$ -
MEALS (EA)	\$ 10.00	0	0	0%	\$ -
ROOMS (DA)	\$ 55.00	0	0	0%	\$ -
FIELD BKS (EA)	\$ 15.00	1	1	0%	\$ 15.00
STAKES (EA)	\$ 0.50	0	0	0%	\$ -
PAINT (EA)	\$ 5.00	0	0	0%	\$ -
POSTAGE (FED EX)	\$ 15.00	1	8	0%	\$ 120.00
ASBESTOS & LEAD INVESTIGATION	\$ 3,200.00	0	0	0%	\$ -
WETLAND DELINEATION	\$ 2,000.00	0	0	0%	\$ -
ARAP Fee	\$ 250.00	0	0	0%	\$ -
EDR REPORT	\$ 350.00	0	0	0%	\$ -
					\$ 4,299.00

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)



Via email: apinkley@bh-ba.com

©Geotechnology, Inc.
June 21, 2017

Mr. Andy Pinkley, P.E.
Buchart Horn
Suite 300
3150 Lenox Park Boulevard
Memphis, Tennessee 38115

Re: Proposal for Construction Observation and Materials Testing Services
Old Brownsville Road Over Buckhead Creek/Franks Branch
Bartlett, Tennessee
Geotechnology Proposal No. P019216.02

Dear Mr. Pinkley:

In response to your request, Geotechnology, Inc., (Geotechnology) is pleased to submit this proposal to provide construction observation and materials testing services for the referenced project.

1.0 PROJECT INFORMATION

The project consists of repairs to the existing bridge over Buckhead Creek/Franks Branch.

SCOPE OF SERVICES

Our services will be provided by qualified field representatives on an as-requested basis during construction. Our scope of services will include:

- Attending pre-construction and construction meetings, when requested.
- Providing a representative to observe grading and paving operations and placement and compaction of fill, backfill and concrete paving materials. In-place density tests will be taken using nuclear methods.
- Performing concrete tests for measurement of air content, slump and temperature and making concrete cylinder for compression tests. Concrete cylinders will be returned to our laboratory for moist curing and delivered to the local TDOT office for 28 day compressive strength testing¹.

¹ We assume an adequate on-site cure box or similar device for storing concrete test specimens during the initial cure will be provided by others. Please contact us if you have any questions regarding on-site sample storage.



- Provide a field representative to perform field and plant asphalt testing per TDOT specifications.

2.0 SCHEDULE AND FEE

We will perform the services described herein on a time and expense basis. Our fees will be charged in accordance with the attached Summary of Estimated Fees. Estimated units were assumed based on our involvement with similar projects.

We will notify you, the project superintendent, or your designated representative when conditions that appear to be inconsistent with project requirements are observed. Suggestions may be made for remedial measures, but these suggestions are not directives to the contractor. Geotechnology will not have stop-work authority for the project.

Construction materials and test results can fluctuate. Consequently, even with careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. A higher degree of confidence is inherent with full-time versus intermittent observation. In either case, no guarantee of the contractor's work is provided.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

ACCEPTANCE

If this proposal is acceptable, please indicate your authorization by signing in the space provided on the Terms for Geotechnology's Materials Testing Services and returning one copy of this document in its entirety to our office. If you issue a purchase order, please incorporate this document by reference.

Construction Observations and Materials Testing
Old Brownsville Road Over Buckhead Creek/Franks Branch | Bartlett, Tennessee
June 21, 2017 | Geotechnology Proposal No. P019216.02



* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Very truly yours

GEOTECHNOLOGY, INC.

Justin Donovan
CMT Manager

JWD/JPD:jwd

Enclosures: Summary of Estimated Fees

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)



June 21, 2017

Old Brownsville Road Over Buckhead Creek/Franks Branch**P019216.02****SUMMARY OF ESTIMATED FEES - CONSTRUCTION SERVICES**

Task No.	Description	Unit	Unit Rate (\$)	Estimated Units	Estimated Fee (\$)
7110	Field and Laboratory Concrete Testing				
	Project Manager	Hourly	\$80.00	8	\$640.00
	Field Representative I	Hourly	\$52.00	128	\$6,656.00
	Cylinder Pick-up	Hourly	\$52.00	128	\$6,656.00
	Trip Charges	Each	\$49.35	100	\$4,935.00
	Compression Tests of Concrete Cylinders	Each	\$10.00	64	\$640.00
7210	Asphalt Testing (Field and Plant)				
	Field Representative I	Hourly	\$52.00	40	\$2,080.00
	Nuclear Gauge	Daily	\$30.00	10	\$300.00
	Trip Charges	Each	\$49.35	10	\$493.50
7310	Compaction Observation and Testing				
	Field Representative I	Hourly	\$52.00	40	\$2,080.00
	Trip Charges	Each	\$49.35	10	\$493.50
	Nuclear Gauge	Daily	\$30.00	10	\$300.00
	Gradations	Each	\$75.00	5	\$375.00
9900	Project Management and Administration				
	Senior Project Manager/Special Inspections	Hourly	\$150.00	8	\$1,200.00
	Project Administrator	Hourly	\$55.00	15	\$825.00
Estimated Total Fee *					\$27,674.00

Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, and for each hour worked on weekends and holidays. Time and mileage charges are portal to portal with a 2 hour minimum. A differential of 20% will be applied to all night shifts that begin at/after 7 p.m. and end at/before 5 a.m. A minimum of 8 hours per shift will be charged per employee for all night shift work.

* Since we do not have control over the progress of construction, the actual fees may vary.

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

"WORSE CASE" ESTIMATE OF EFFORT BASED ON 16-MONTH PROJECT DURATION AND SPORATIC CONTRACTOR WORK

FEE COMPUTATION SUMMARY

BUCHART HORN, INC.
3150 Lenox Park Blvd., Suite 300
Memphis, TN 38115
Phone: (901) 363-6355



CLIENT: City of Bartlett
PROJECT NO.: Old Brownsville Road over Buckhead Creek
PIN: 115525.00
DESCRIPTION: Bridge Replacement and Approaches
DATE: 23 Jun 2017

FEE SUMMARY

TASKS	FEE
CONSTRUCTION ENGINEERING & ADMINISTRATI	\$ 18,515.05
FIELD CEI SERVICES	\$ 173,615.89
SUBCONSULTANTS & EQUIPMENT RENTAL	\$ 27,674.00
TOTAL LABOR =	\$ 219,804.94
TOTAL EXPENSES =	\$ 10,239.00
PROJECT TOTAL =	\$ 230,043.94

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

CONSTRUCTION ENGINEERING & ADMINISTRATION


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PE	SD	PLS	ADS	LABOR	LABOR
	\$65	\$52	\$43	\$33	\$33	\$19	MAN-HRS	\$
A. ADMINISTRATION								
1. Preconstruction Meetings & Activities		4		4			8	\$ 340.00
2. Administrative Duties - meetings, monthly estimates, etc		40				40	80	\$ 2,840.00
	0	44	0	4	0	40	88	\$ 3,180.00
B. CONSTRUCTION ENGINEERING SERVICES								
1. Receive and Process Shop Drawings & Submittals				40		4	44	\$ 1,396.00
2. Field Surveys to Confirm Quantities & Misc Tasks					24		24	\$ 792.00
	0	0	0	40	24	4	68	\$ 2,188.00
TOTALS	0	44	0	44	24	44	156	\$ 5,368.00

SUBTOTAL LABOR = \$ 5,368.00

O.H. (FIELD RATE) 207.96% = \$ 11,163.29

SUBTOTAL = \$ 16,531.29

NET FEE 12.00% = \$ 1,983.76

TOTAL FIELD SERVICES = \$ 18,515.05

AVP Associate Vice-President
 SE Senior Engineer
 PE Project Engineer

SD Senior Designer
 PLS Public Land Surveyor
 ADS Administrative Secretary

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

FIELD CEI SERVICES


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PLS	CM	CI	ADS	LABOR	LABOR
	\$65	\$52	\$33	\$42	\$30	\$19	MAN-HRS	\$
A. FIELD CONSTRUCTION MANAGEMENT								
1. Preconstruction Meetings & Activities				4	4		8	\$ 288.00
2. Administrative Duties - meetings, monthly estimates, etc) (74 weeks @ 3 hrs/wk)				222			222	\$ 9,324.00
	0	0	0	226	4	0	230	\$ 9,612.00
B. BRIDGE INSPECTION								
1. Removal and Excavation (2 weeks @ 40 hrs/wk)					80		80	\$ 2,400.00
2. Backfill and Underdrains (4 days @ 8 hrs/day)					32		32	\$ 960.00
3. Concrete and Reinforcement - Substructure (24 days @ 8 hrs/day)					192		192	\$ 5,760.00
4. Concrete and Reinforcement - Superstructure (6 weeks @ 40 hrs/week)					240		240	\$ 7,200.00
5. Beams (6 days @ 8 hrs/day)					48		48	\$ 1,440.00
6. Bridge Approaches @ Bridge Ends (4 days @ 10 hrs/day)					40		40	\$ 1,200.00
7. Parapets (2 days @ 8 hrs/day)					16		16	\$ 480.00
8. Piling (9 days @ 8 hrs/day)					72		72	\$ 2,160.00
9. Texture Finish (1 day @ 8 hrs.)					8		8	\$ 240.00
10. Deck Grooving (1 day @ 8 hrs.)					8		8	\$ 240.00
11. Joint Sealing (3 days @ 8 hrs/day)					24		24	\$ 720.00
	0	0	0	0	760	0	760	\$ 22,800.00

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

MAN-HOUR SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

FIELD CEI SERVICES


BUCHART HORN
 ENGINEERS • ARCHITECTS • PLANNERS

MAN-HOURS BY GRADE

TASK	AVP	SE	PLS	CM	CI	ADS	LABOR	LABOR
	\$65	\$52	\$33	\$42	\$30	\$19	MAN-HRS	\$
C ROADWAY INSPECTION								
1. Clearing/Grubbing and excavation (6 days @ 8 hrs/day)					48		48	\$ 1,440.00
2. Erosion and sediment control (74 Weeks x 2 days/week x 5 hrs/day)					740		740	\$ 22,200.00
3. Base, surface and milling (15 days @ 8 hrs/day)					120		120	\$ 3,600.00
4. Traffic Control - signs, barrier rail, signal, etc (8 days @ 8 hrs/day)					64		64	\$ 1,920.00
5. Guardrail and striping (5 days @ 8 hrs/day)					40		40	\$ 1,200.00
6. Rip-Rap (4 days @ 8 hrs/day)					32		32	\$ 960.00
7. Seeding and sodding (2 days @ 8 hrs/day)					16		16	\$ 480.00
	0	0	0	0	1,060	0	1,060	\$ 31,800.00
TOTALS	0	0	0	0	1,060	0	1,060	\$ 64,212.00

SUBTOTAL LABOR = \$ 64,212.00
O.H. (FIELD RATE) 141.41% = \$ 90,802.19
SUBTOTAL = \$ 155,014.19
NET FEE 12.00% = \$ 18,601.70
TOTAL FIELD SERVICES = \$ 173,615.89

AVP Associate Vice-President

SE Senior Engineer

PE Project Engineer

CI Construction Inspector

CM Construction Manager

ADS Administrative Secretary

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

SUMMARY OF OUTSIDE SERVICES FOR DESIGN

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

SUBCONSULTANTS & EQUIPMENT RENTAL



SUBCONSULTANTS							
SUBCONTR.	FEE	MARKUP	TOTAL FEE	EXPENSE COST	MARKUP	TOTAL EXPENSES	TOTAL
Geotechnology	\$ 27,674.00	0%	\$ 27,674.00	\$ -	0%	\$ -	\$ 27,674.00
Const Materials Testing		0%	\$ -	\$ -	0%	\$ -	\$ -
		0%	\$ -	\$ -	0%	\$ -	\$ -
		0%	\$ -	\$ -	0%	\$ -	\$ -
SUBTOTALS	\$ 27,674.00		\$ 27,674.00	\$ -		\$ -	\$ 27,674.00
EQUIPMENT RENTAL							
ITEM	RATE	NO. OF UNITS	NO. OF DAYS/HRS	MARKUP			TOTAL
	\$ -	0	0	0%			\$ -
	\$ -	0	0	0%			\$ -
SUBTOTAL							\$ -

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

DESIGN EXPENSE SUMMARY

23 Jun 2017

Old Brownsville Road over Buckhead Creek

Bridge Replacement and Approaches

EXPENSES**BILLABLE EXPENSES**

ITEM	COST/UNIT	NO. UNITS	NO. TIMES	MARKUP	TOTAL COST
TRAVEL (Vehicle/Days)	\$ 27.000	5	74	0%	\$ 9,990.00
PHOTOCOPIES (EA)	\$ 0.150	0	0	0%	\$ -
COLOR PHOTOCOPIES (EA)	\$ 1.00	0	0	0%	\$ -
PRINTS (EA)	\$ 0.75	0	0	0%	\$ -
PAPER PLOTS (11" x 17" SHT)	\$ 0.75	38	4	0%	\$ 114.00
PAPER PLOTS (22" x 34" SHT)	\$ 1.20	0	0	0%	\$ -
MEALS (EA)	\$ 10.00	0	0	0%	\$ -
ROOMS (DA)	\$ 55.00	0	0	0%	\$ -
FIELD BKS (EA)	\$ 15.00	1	1	0%	\$ 15.00
STAKES (EA)	\$ 0.50	0	0	0%	\$ -
PAINT (EA)	\$ 5.00	0	0	0%	\$ -
POSTAGE (FED EX)	\$ 15.00	1	8	0%	\$ 120.00
ASBESTOS & LEAD INVESTIGATION	\$ 3,200.00	0	0	0%	\$ -
WETLAND DELINEATION	\$ 2,000.00	0	0	0%	\$ -
ARAP Fee	\$ 250.00	0	0	0%	\$ -
EDR REPORT	\$ 350.00	0	0	0%	\$ -
					\$ 10,239.00

Attachment: Buchart CEI proposal (2138 : Bid for Old Brownsville Road Bridge over Buckhead Creek)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/11/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Stefanie McGee
Department Head: Dick Phebus

AGENDA ITEM

**Presentation of Debt Obligation Form Related to General
Obligation Capital Outlay Note, Series 2017.**

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Bartlett</u>
Address	<u>6400 Stage Road</u>
	<u>Bartlett, TN 38134</u>
Debt Issue Name:	<u>General Obligation Capital Outlay Note, Series 2017</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	<u>\$ 1,969,150.00</u>
Premium/Discount:	<u>\$ 0.00</u>

3. Interest Cost:	<u>2.3300 %</u>	☒ Tax-exempt	☐ Taxable
☒ TIC	☐ NIC		
☐ Variable:	Index _____ plus _____ basis points; or		
☐ Variable:	Remarketing Agent _____		
☐ Other:	_____		

4. Debt Obligation:			
☐ TRAN	☐ RAN	☒ CON	
☐ BAN	☐ CRAN	☐ GAN	
☐ Bond	☐ Loan Agreement	☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").			

5. Ratings:		
☒ Unrated		
Moody's _____	Standard & Poor's _____	Fitch _____

6. Purpose:		BRIEF DESCRIPTION
☒ General Government	<u>100.00 %</u>	<u>general public works projects</u>
☐ Education	_____ %	_____
☐ Utilities	_____ %	_____
☐ Other	_____ %	_____
☐ Refunding/Renewal	_____ %	_____

7. Security:	
☒ General Obligation	☐ General Obligation + Revenue/Tax
☐ Revenue	☐ Tax Increment Financing (TIF)
☐ Annual Appropriation (Capital Lease Only)	☐ Other (Describe): _____

8. Type of Sale:	
☐ Competitive Public Sale	☐ Interfund Loan _____
☐ Negotiated Sale	☐ Loan Program _____
☒ Informal Bid	

9. Date:	
Dated Date: <u>07/14/2017</u>	Issue/Closing Date: <u>07/14/2017</u>

Attachment: CT-0253 form (2153 : CT0253 CON 2016)

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$258,150.00	2.3300 %		\$	%
2019	\$269,000.00	2.3300 %		\$	%
2020	\$275,000.00	2.3300 %		\$	%
2021	\$282,000.00	2.3300 %		\$	%
2022	\$288,000.00	2.3300 %		\$	%
2023	\$295,000.00	2.3300 %		\$	%
2024	\$302,000.00	2.3300 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 1,000	Bone McAllester Norton
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 1,000	

Attachment: CT-0253 form (2153 : CT0253 CON 2016)

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)**12. Recurring Costs:**☒ No Recurring Costs

	AMOUNT (Amount in Dollars)	FIRM NAME (If Applicable, Firm Name)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link☐ Copy attached

or

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ NoIf yes to either question, date that disclosure is due One year from fiscal year endName and title of person responsible for compliance Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on

and presented at public meeting held on

Copy to Director to OSLF:

on

either by:

☐ Mail to:

OR

☒ Email to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**A. Keith McDonald
AUTHORIZED REPRESENTATIVE

PREPARER

Name A. Keith McDonaldTitle Mayor

Firm

Tennessee Municipal Bond FundEmail kmcdonald@cityofbartlett.orglmooningham@tmbf.net

Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/11/17 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Stefanie McGee
Department Head: Mark Brown

AGENDA ITEM

**Letter of Intent to purchase 20 acres of property for the
future construction of Tennessee College of Applied
Technology.**

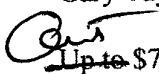
July 10, 2017

Gary Taylor
10355 Memphis-Arlington Rd.
Lakeland, TN 38002

RE: Approximately 20 acres of real property, together with improvements if any, located in Bartlett, Shelby County, Tennessee, and being tax parcel number B015800681 (the "Property")

Dear Sir;

I am writing to outline the terms and conditions under which The City of Bartlett and/or assigns is willing to enter into a Real Estate Purchase Agreement to purchase the Property:

Property:	approximately 20 acres of real property, together with improvements, located in Bartlett, Shelby County, Tennessee, and being tax parcel number B015800681
Purchaser:	City of Bartlett
Seller:	Gary Taylor
Purchase Price:	 Up to \$770,000.00 U.S. Dollars, payable in cash at closing.
Due Diligence:	Ninety (90) days
Closing Date:	Closing shall be held on or before thirty (30) days after the expiration of the due diligence period.
Earnest Money Deposit:	Purchaser shall deposit \$1,000.00 with Chicago Title Insurance Company as earnest money to be applied at closing toward the purchase price. Upon the expiration of the due diligence period, said earnest money shall be non-refundable provided Seller complies with the covenants and warranties contained herein.
Due Diligence:	1. Purchaser's review and satisfaction all conditions of the Property. 2. Satisfactory review of the title to the Property.

Attachment: TCAT property letter of intent (2152 : Letter of Intent for TCAT)

3. Purchaser obtaining a copy of its Phase I environmental survey of the Property that shows the Property free and clear of all hazardous materials or contamination.

Closing Costs:

Seller shall pay for the preparation of a General Warranty Deed. Purchaser is to pay for recording of General Warranty Deed, state tax, and recording fees on Deed, title search, or abstract and title insurance, if any. If Purchaser obtains a loan on the Property, Purchaser shall pay all expenses incident thereto. All escrow fees shall be split between the parties. Each party shall pay their own attorney fee. All ad valorem taxes for the current year are to be prorated as of the date of closing. If there is no assessment as of the date of closing, then the parties proration shall be based upon a land value assessment and execute a Tax Proration Agreement as to any additional tax assessments that shall survive closing, provided that said tax proration shall not cover the period of time for which tenants occupy the real property through the end of the calendar year.

Possession:

Possession of the Property shall be given to Purchaser at closing free and clear of all right and claims of third parties whatsoever.

Broker:

Both parties represent that there are no Brokers in this transaction.

It is agreed by all parties that this Agreement is **non-binding**, and furthermore, it is non-inclusive of all specific terms and conditions, but is intended to express the intent of both parties in pursuing a Real Estate Purchase Agreement under the above terms and conditions. If this letter of intent is acceptable, please sign and return to Mark Brown of City of Bartlett. This Letter of Intent is null and void if not signed and returned within thirty (30) days.

SELLER:

PURCHASER:

THE CITY OF BARTLETT

~~GARY TAYLOR~~

GARY W TAYLOR LIVING TRUST

By: _____

A. KEITH McDONALD

Its: TRUSTEE

Its: _____

Date: JULY 10, 2017

Date: _____

Attachment: TCAT property letter of intent (2152 : Letter of Intent for TCAT)